



**BID DOCUMENT FOR:
PANEL OF TWENTY (20) SERVICE PROVIDERS WITH A MINIMUM OF 4CE
OR HIGHER CIDB GRADING FOR CONSTRUCTION OF UNPAVED ROADS
AND BRIDGES FOR A PERIOD OF THREE (03) YEARS.
BID NUMBER: SCM: 030/2023/24**

BIDDER:

BID PRICE:

CLOSING DATE: 24 APRIL 2024

CLOSING TIME: 12H00

CSD SUPPLIER NUMBER:

PREPARED BY:

SUPPLY CHAIN MANAGEMENT OFFICE
KSD MUNICIPALITY
MUNITATA BUILDING
CORNER SUTHERLAND & OWEN STREET
MTHATHA
5099
Tel: [047] 501 4394
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PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	SCM NO: 030/2023/24	CLOSING DATE:	24 APRIL 2024	CLOSING TIME:	12h00
DESCRIPTION	PANEL OF TWENTY (20) SERVICE PROVIDERS WITH A MINIMUM OF 4CE OR HIGHER CIDB GRADING FOR CONSTRUCTION OF UNPAVED ROADS AND BRIDGES FOR A PERIOD OF THREE (03) YEARS.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7) OR SIGN SLA					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE
BID BOX SITUATED AT (STREET ADDRESS)

KSD LOCAL MUNICIPALITY					
MUNITATA BUILDING					
CORNER SUTHERLAND & OWEN STREET					
MTHATHA					
5099					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE		R	
SIGNATURE OF BIDDER	DATE			
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SCM	DEPARTMENT	PMU		

CONTACT PERSON	Mr. N. Zibi	CONTACT PERSON	Ms S. Nondlazi
TELEPHONE NUMBER	047495 1127	TELEPHONE NUMBER	047 495 1269
E-MAIL ADDRESS	<u>zibin@ksd.gov.za</u>	E-MAIL ADDRESS	<u>nondlazis@ksd.gov.za</u>

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B: 3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:.....

DATE:.....



BID NOTICE

King Sabata Dalindyebo LM hereby calls upon accredited service providers to bid for the following tender adverts:

No.	Project Name	CIDB Grading	Compulsory Briefing session/ Site Inspection	Bid Number	Closing Date	Enquiries
1	Panel of two (02) service providers for supply and delivery of agricultural input for KSDLM as and when needed for a period of (03) years.	N/A	N/A	SCM: 032/2023/24	Date: 24/04/2024 Time: 12H00	Technical Enquiries may be directed to: Ms N. Galo (RED). Tel: 047 495 1272
2	Panel of ten service providers for construction of speed humps, road signs and road markings in the King Sabata Dalindyebo Municipality for a period of three (03) years as and when required. Re-advert	1CE or higher	N/A	SCM: 005/2023/24	Date: 24/04/2024 Time: 12H00	Technical Enquiries may be directed to: Ms N. Matomane (Road's section). Tel: 047 495 1269
3	Panel of twenty (20) service providers with a minimum of 4CE or higher CIDB grading for construction of unpaved roads and bridges for a period of three (03) years.	4CE or higher	To be held at Freedom Square, Munitata Building on the 25th of March 2024 at 10h00.	SCM: 030/2023/24	Date: 24/04/2024 Time: 12H00	Technical Enquiries may be directed to: Ms S. Nondlazi (PMU). Tel: 047 495 1269

BIDDERS MUST TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

Place of Tender box: **1st Floor, Munitata Building, Next to Room 147.** All bids must be put in a sealed envelope and clearly marked with SCM Number and Project Name and be placed in a tender box. Tender documents can be downloaded free of charge from the National Treasury's tender portal (<http://www.etenders.gov.za/content/advertised-tenders>) and the King Sabata Dalindyebo website (www.ksd.gov.za) as from the **19th of March 2024**

NO HARD COPIES OF THE TENDER DOCUMENT ARE AVAILABLE FOR SALE, ONLY THE ELECTRONIC VERSION WHICH IS TO BE DOWNLOADED AS PER THE ABOVE WEBSITES IS TO BE USED.

Bidders must take note of the following bid conditions: -

- Failure to submit comprehensive JV agreement (where applicable), failure to do so will result in a tender deemed non-responsive.
- Individual partners of JV are to comply and submit all relevant documents. Failure to do so will result in a tender deemed non-responsive.
- Failure to complete properly and/ or in full tender forms, MBD 1 to MBD 9 and Annexures A to F will result in a tender deemed non-responsive.
- Failure to submit or complete supplementary information will result in the tender being null, void and non-responsive.
- Bidders to bid for construction services must be registered on CIBD.
- Bidders must submit latest municipal rates statement (not older than three months) showing that municipal rates are not in arrears for periods in excess of three months, bidder who operate on leased properties are to submit a valid lease agreement and lastly bidders residing on areas not subjected to Municipal rates are to submit a confirmation from the Municipality's Finance Department confirming that such a bidder is not liable for municipal rates.
- The Council reserves the right to disqualify any service provider whose members and or shareholders owe the municipal rates & taxes.
- The KSD Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or part of the bid or to withdraw the bid.
- All certified copies submitted with a tender document must not be older than six months, failure to do so will result tender deemed non-responsive.
- All alterations in prices/quotes must be signed for and failure to sign will result in tender deemed non-responsive
- Use of tipex is prohibited and the bidder will be deemed non-responsive.
- Bid document must be filled in black pen and are not to be typed in.
- The bidder to submit Audited financial statements for the past three financial years for any offer amounting to or exceeding R10 million inclusive of VAT.
- Bidders must sign MBD 5 for any offer amounting or exceeding R10 million.
- Bids submitted will hold good for a period of 90 days.
- Failure to be registered on Central Supplier Database registration will result in a tender being disqualified.
- Bids that are late, incomplete, unsigned, or submitted by fax, mail or electronically including copy of a tender document, will not be accepted.
- All bids must be put in a sealed envelope and clearly marked with SCM Number and Project Name and be placed in a tender box; failure to do so the document will not be considered.
- Preferential Procurement Policy Framework ACT 2022 (PPPPFA) Points will be evaluated based on the following criteria
- Stage 1 Compliance
- Stage 2 Functionality (with a minimum threshold of 70 points out of 100 points to be attained by bidder in order to be evaluated further on the next stage)
- Stage 3 Price and Specific goals (whose 80 points will be for price and 20 points for specific goals)

The tender will be evaluated and adjudicated on the basis of the Preferential Procurement Policy Framework Act, and the regulations pertaining thereto (2022 Regulations), as well as the King Sabata Dalindyebo Municipality's Supply Chain Management policy. The 80/20 preference point system will be used as per the KSDLM SCM policy.

SCM related enquiries may be directed to the SCM Unit at 047 495 1127

N. Pakade (Mr)
Municipal Manager

B. SUPPLY CHAIN MANAGEMENT POLICY PREREQUISITES

The King Sabata Dalindyebo Municipality has identified a general set of prerequisites for procurement. Bids will not be considered should the prerequisites not be met.

1.1 GENERAL PREREQUISITES

Introduction

This Section covers a general set of prerequisites that have been identified for supply chain management by the King Sabata Dalindyebo Municipality. All Bidders must submit the information requested below. Pro-forma data sheets can be found in the Annexure. Bidders will not be considered should the prerequisites not be met.

Criteria

- a) Proof of company registration and/or any other form of legal standing must be submitted by all bidders and the company composition form must be completed. See **Annexure "D"**.
- b) The Declaration of Interest form must be completed.
- c) The bid document must be completed in all respects in black ink.
- d) Bids must be submitted on original bid documents.
- e) Bid documents must remain intact and no portion may be detached.

Joint Ventures

- f) A joint venture that is awarded a contract with King Sabata Dalindyebo Municipality must be registered as a separate company with the Registrar of Businesses.
- g) The joint venture must be registered with South African Revenue Services.
- h) A separate bank account must be in place for the joint venture.
- i) A joint venture must submit a joint venture B-BBEE Verification Certificate (if accredited)

Clauses (g) and (h) will only be applicable after the awarding of the contract to the successful bidder.

C. GENERAL CONDITIONS OF BID

1. INTERPRETATION

The word "Bidder" in these conditions shall mean and include any firm of Contractors or any company or body incorporated or unincorporated.

The word "Municipality" in these conditions shall mean the King Sabata Dalindyebo Municipality.

2. EXTENT OF BID

PANEL OF TWENTY (20) SERVICE PROVIDERS WITH A MINIMUM OF 4CE OR HIGHER CIDB GRADING FOR CONSTRUCTION OF UNPAVED ROADS AND BRIDGES FOR A PERIOD OF THREE (03) YEARS.

3. CONTRACT TO BE BINDING

The formal acceptance of this Bid by the Municipality will constitute a contract binding on both parties, and the Municipality may require sureties to its satisfaction from the contractor, for the due fulfilment of this contract.

4. MODE OF BID

All Bids shall be completed and signed: All forms, annexures, addendums and specifications shall be signed and returned with the Bid document as a whole. ***The lowest or any Bid will not necessarily be accepted.***

The Municipality wishes to deal on a prime contractual basis with the successful Bidder being responsible and accountable for all aspects of the entire solution or service offered.

5. QUALITY

Should the specifications and / or descriptions not address any aspects of quality as specified, this should be clarified with the Municipality prior to the submission of a Bid.

6. INSURANCE CLAIMS, ETC.

The Council and Municipality shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.

The contractor shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfilment of this contract and shall indemnify the Council and the Municipality against all risks or claims which may arise.

It will be required from the successful Bidder to submit proof of insurance or any other valid form of indemnification to Council for scrutiny. Failure to do so within 14 (fourteen) days of acceptance of this Bid will be deemed to be a material breach of this contract and will render the contract null and void.

7. SIGNING OF DOCUMENTS

Bidders are required to return the complete set of documents duly signed.

8. PERIOD OF VALIDITY FOR BIDS AND WITHDRAWAL OF BID AFTER CLOSING DATE

All Bids must remain valid for a period of 90 (ninety) days from the closing date as stipulated in the Bid document.

8.1 PENALTY PROVISION

Should the successful Bidder:

- [a] Withdraw the Bid during the afore-mentioned period of validity; or
- [b] Advise the Municipality of his / her / their inability to fulfil the contract; or
- [c] Fail or refuse to fulfil the contract; or
- [d] Fail or refuse to sign the agreement or provide any surety if required to do so;

Then, the Bidder will be held responsible for and is obligated to pay to the Municipality:

- [a] All expenses incurred by the Municipality to advertise for or invite and deliberate upon new Bids, should this be necessary.
- [b] The difference between the original accepted Bid price (inclusive of escalation) and:
 - [i] A less favourable (for the Municipality) Bid price (inclusive of escalation) accepted as an alternative by the Municipality from the Bids originally submitted; or
 - [ii] A new Bid price (inclusive of escalation).

9. VALUE ADDED TAX

In calculating the cost of the supply and delivery of services and / or material, the supplier will issue a "Tax Invoice" for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total.

VAT must be included in the Bid price, but must be shown separately.

10. PRICE ESCALATION

No claim in respect of any price escalation will be considered by the Municipality unless it is specifically stated in the Pricing Annexure that the Bid is subject to price escalation. When escalation is claimed for during the contract period, proof of such escalation must be furnished and the calculation itself must be submitted to corroborate such proof. Escalation will only be calculated on the official index figures supplied by the Department of Statistics or the Price Controller, which ever may be applicable. All orders placed will be based on the current Bid prices. It is the responsibility of the Bidder to inform Council of any escalation prior to implementation of the escalated price. Failure to do so will negate any such claims to Council.

11. AUTHORITY TO SIGN BID DOCUMENTS

In the case of a Bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the Municipality at the time of submission of the Bid that the Bid has been signed by persons properly authorised thereto by resolution of the directors or under the articles of the entity.

12. DURATION OF THE BID

It is envisaged that the successful Bidder will be appointed within 90 days from the closing date and will be required to begin work on the assignment immediately upon appointment.
The duration of this project is three (03) years.

13. DELIVERY PERIODS

Delivery periods, where indicated must be adhered to. Notwithstanding the termination date of the assignment the bidder will be required to submit progress reports to the Municipality. The contract form, frequency and dates thereof will be stipulated and agreed upon by the parties upon the awarding of the Bid.

14. CLOSING DATE / SUBMITTING OF BIDS

Completed bid documents are to be placed in a sealed envelope endorsed **“SCM NO: 030/2023/24, PANEL OF TWENTY (20) SERVICE PROVIDERS WITH A MINIMUM OF 4CE OR HIGHER CIDB GRADING FOR CONSTRUCTION OF UNPAVED ROADS AND BRIDGES FOR A PERIOD OF THREE (03) YEARS**

Must be deposited in the Bid Box, at the offices of the King Sabata Dalindyebo Municipality, Munitata Building Corner Sutherland & Owen Street, Mthatha 5099, not later than **12h00 on WEDNESDAY, 24 APRIL 2024**, at which time the bids will be opened in public.

Bids which are not submitted in a properly sealed and marked envelope and/or deposited in the relevant bid box on or before the closing date and time will not be considered. Faxed or e-mailed Bids will not be considered.

16. BID AND PROJECT ENQUIRIES

Please refer all SCM enquiries to **Mr. N. Zibi via e-mail on zibin@ksd.gov.za**. All Project enquiries to **Ms S. Nondlazi via e-mail on nondlazis@ksd.gov.za**

GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 **“Contract”** means the written agreement entered into between the purchaser and the provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 **“Contract price”** means the price payable to the provider under the contract for the full and proper performance of his contractual obligations.
- 1.4 **“Corrupt practice”** means the offering, giving, receiving, or soliciting of any thing of the value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 **“Day”** means calendar day.
- 1.8 **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- 1.9 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.10 **“Delivery into consignees store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 **“Dumping”** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 **“Force majeure”** means an event beyond the control of the provider and not involving the provider’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 **“GCC”** means the General Conditions of Contract.
- 1.15 **“Goods”** means all of the equipment, machinery, and/or other materials that the provider is required to supply to the purchaser under the contract.
- 1.16 **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land costs, dock

dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

- 1.17 **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.21 **“Purchaser”** means the organization purchasing the goods.
- 1.22 **“Republic”** means the Republic of South Africa.
- 1.23 **“SCC”** means the Special Conditions of Contract.
- 1.24 **“Services”** means those functional services ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the provider covered under the contract.
- 1.25 **“Written”** or **“in writing”** means hand-written in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and in the institution’s website.

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection

- 5.1 The provider shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the provider in the

performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

- 5.2 The provider shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the provider's performance under the contract if so, required by the purchaser.
- 5.4 The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of goods or any part thereof by the purchaser.
- 6.2 When a provider developed documentation/projects for the municipality or municipal entity, the intellectual, copy and patent rights or ownership or such documents or projects will vest in the municipality or municipal entity.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the success bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the provider's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clause 8.2 & 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the provider.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packaging

- 9.1 The provider shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and weights shall take into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packaging, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the provider in accordance with the terms specified in the contract.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.

13. Incidental services

- 13.1 The provider may be required to provide any or all of the following services, including additional services, if any:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the provider of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the provider for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the provider for similar services.
- 14. **Spare parts**
- 14.1 As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider:
 - (a) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract, and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. **Warranty**
- 15.1 The provider warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The provider further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.
- 16. **Payment**
- 16.1 The method and conditions of payment to be made to the provider under this contract shall be specified
- 16.2 The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the provider.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

- 17.1 Prices charged by the provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

18. Increase/decrease of quantities

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Contract amendments

- 19.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

20. Assignment

- 20.1 The provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

21. Subcontracts

- 21.1 The provider shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the provider from any liability or obligation under the contract.

22. Delays in the provider's performance

- 22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.
- 22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.
- 22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 22.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the provider's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the provider.

23. Penalties

- 23.1 Subject to GCC Clause 25, if the provider fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed good or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

24. Termination for Default

- 24.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:
- (a) if the provider fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the provider fails to perform any other obligation(s) under the contract; or
 - (c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 24.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

25. Anti-Dumping and Counter-Vailing Duties and Rights

- 25.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

26. Force Majeure

- 26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

27. Termination for Insolvency

- 27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser,

28. Settlement of Disputes

- 28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 28.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 28.4 Notwithstanding any reference to mediation and / or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

29. Limitation of Liability

- 29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the provider shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the provider to pay penalties and / or damages to the purchaser; and
 - (b) the aggregate liability of the provider to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

30. Governing Language

- 30.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

31. Applicable Law

- 31.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

32. Notices

- 32.1 Every written acceptance of a bid shall be posted to the provider concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 32.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

33. Taxes and Duties

- 33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

34. Transfer of Contracts

34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.

35. Amendment of Contracts

35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

D. SPECIFICATION & EVALUATION CRITERIA

BACKGROUND INFORMATION

KSDM Municipality through its Infrastructure Department has an obligation to ensure that all communities have access to basic services. To ensure KSDM achieves its strategic goal of providing basic infrastructure to communities is aiming at appointing a panel of Twenty (20) contractors for the construction, rehabilitation and maintenance of unpaved roads. The roads are within KSDM which covers areas of Mthatha, Mqanduli and some parts of Xhorha.

This goal is to be achieved through pursuing the five strategic objectives:

- Improved public infrastructure
- Improving local economic benefits
- Promoting focused, coherent and integrated intervention packages in selected towns
- Deeper knowledge base on the design and delivery of effective development programmes.

OBJECTIVES AND OUTPUTS

As part of its service delivery mandate the King Sabata Dalindyebo Municipality intends to appoint Contractors to appoint. The project is aimed at improving road network within the town of Mqanduli by upgrading unpaved roads to asphalt surface. In addition, the projects will provide the local community with safe and accessible road that will also achieve some of the following:

- Reduce backlog in provision of basic level of service of roads in KSD LM
- Skills development and capacity building
- Showcase the Expanded Public Works Programme
- Encourage community participation in Municipal service delivery programmes.

DELIVERABLES

The projects involve construction, rehabilitation, and maintenance of gravel access roads, the provision of adequate associated storm water drainage system i.e., bridges and storm water and signs. The Works to be carried out by the Contractor under this Contract comprise mainly the following:

- ✓ Clear and Grub
- ✓ Roadbed Preparation
- ✓ Gravel wearing course
- ✓ Installation of storm water pipes
- ✓ Construction of portal culvert bridges
- ✓ Construction of Cast In situ Bridges
- ✓ Construction of concrete pavements
- ✓ Construction of headwalls
- ✓ Construction of stone pitching and V-drains
- ✓ Installation of guard rails

- ✓ Installation of road signs
- ✓ Traffic accommodation
- ✓ Provision of traffic calming measures and mini circle
- ✓ Provision of traffic signs and road markings
- ✓ Finishing of road reserves

TIME FRAMES

The contract duration will be three (03) years

CRITERIA FOR EVALUATION OF PROPOSALS

PRE-QUALIFICATION REQUIREMENTS

NO.	CRITERIA	WEIGHTING
1.	Experience	40
2.	Expertise	40
3.	Methodology	20
GRAND TOTAL		100

FUNCTIONALITY ASSESSMENT – POINTS SCORING

Functionality Category & Description			Points Allocation
QUALITY CRITERIA	SUB CRITERIA	Points allocation	Maximum Points to be scored
Experience			Total = 40
Past Experience of the company in similar projects completed by the Bidder with contactable references. Projects submitted; >R10m.....30pts (7.5 points per project) >R5m – R10m.....20pts (5 points per project) >R2m – R5m.....10pts (2.5 points per project)	Confirmed Experience of firm in construction of <u>Gravel Road</u> minimum of 4 projects (attach relevant appointment letters and completion certificates – 7.5pts for each) 7.5 points can be scored for each similar project. (maximum of 30 points can be awarded)	7.5 points per Similar Project	30
	Additional 10 points can be scored for construction of bridges completed in the past 5 years 2 bridge projects at a minimum value of R10m million and Above (5 points for each projects)	5 points per Similar Project	10
Expertise			Total = 40
	Site Manager – Min Qualification (B Tech/BEng/BSc in Civil		40

<p>Experience of the key staff assessed using years of Experience post Academic Qualification.</p> <p>The CV and certified copies of Academic Qualifications of the proposed key staff must be Attached “</p> <p>The bidder must ensure that the minimum qualification and experience level of the actual key staff is as per the submitted CV.</p>	Engineering (20 Points)		
	SM has more than 7 years' experience and has completed 5 similar projects i.e. Road and bridge Construction	15	
	If SM has more than 5 years' experience and has 5 completed similar projects i.e. Road and bridge Construction	10	
	If SM has more 3 years' experience and has completed 5 similar projects i.e. Road and bridge Construction	5	
	If SM has NO Min Qualification or has NOT completed similar projects in last 3 years, regardless of other experience i.e. Road and bridge Construction	0	
	Additional Points for professional registration as Pr. Tech with ECSA	5	
	Contracts Manager (CM) - Min Qualification (B-Tech/Degree in Civil Engineering/Construction) – (10 Points)		
	If CM has more than 7 years' experience and has completed similar projects	5	
	If CM has more than 5 years' experience and has completed similar projects	3	
	If CM has more than 3 years' experience and has completed similar projects	2	
	If CM has NOT completed similar projects in last 3 years, regardless of other experience	0	
	Additional Points for professional registration with ECSA as professional Technician or SACPMP as a construction Project Manager	5	
	Site Supervisor/Foreman (SS/F) - Min Qualification NQF 4 in Construction Management – (5 Points)		
	If SS/F has more than 15 years' experience and has completed similar projects	5	
	If SS/F has more than 10 years' experience and has completed similar projects	4	
	If SS/F has more than 5 years' experience and has completed similar projects	3	
	If SS/F has =<4 years' experience and has completed similar projects	0	

				Health and Safety Officer (HSO) - Min Qualification National Diploma in Health and Safety (5 Points)	
				If HSO is professionally registered with SACPMP with more than 10 years' experience on similar projects	5
				If HSO is professionally registered with SACPMP with more than 7 years' experience on similar projects	4
				If HSO is professionally registered with SACPMP with more than 5 years' experience on similar projects	3
				If HSO has =<2 years' experience and has completed similar projects	0
Methodology				Total = 20	
Approach paper which responds to the proposed scope of work and outlines proposed approach / methodology, Preliminary Programme and Cashflow (Methodology) be submitted under "Returnable Documents", Schedule 1J, 2G and 2H respectively	Occupational Health and Safety Plan for Road and Bridge construction		5	20	
	Quality Management Plan for Roads and Bridge Construction		5		
	Detailed Methodology on how to execute works (Traffic accommodation, stormwater, earthworks, bridge)		10		

Bidders should take note of the above Pre-qualification criteria.

- [a] All the necessary documentation must be submitted for the Evaluation Panel to make an informed evaluation. Evaluation of the Technical (Quality) Requirements will be based on the information provided by the bidder.
 - [i] **Experience** - The experience annexure must be completed. Only list projects of a similar nature undertaken.
 - [ii] **Expertise** – The qualifications and capacity of the company/team to undertake the work must be provided for evaluation purposes.
 - [iii] **Methodology** – The bidder must clearly demonstrate how the contract will be managed, detailing a work plan with time frames and clearly explaining how the works will be implemented.
- [b] Bids that do not meet a minimum of **70** out of **100** in total for the criteria listed above will not be considered further.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Youth		10		
Women		10		
Price		80		

N/B

Points be awarded to a bidder upon submitting proof of attainment of specific goals.

- 1 Full CSD Report**
- 2 Annexure D (Company Information)**
- 3 Proof of residence**

APPENDIX A:

GCC SPECIAL CONDITIONS OF CONTRACT AND CONTRACT DATA

C1.2 CONTRACT DATA

C1.2.1 General Conditions of Contract

The following standardized General Conditions of Contract:

General Conditions of Contract for Construction Works (Third Edition) 2015

prepared by the South African Institution of Civil Engineering (SAICE) shall apply to and form the General Conditions of Contract for this contract. Copies of these conditions of contract are obtainable from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, email: civilinfo@saice.org.za.

Copies of the General Conditions of Contract are available for inspection and scrutiny at the offices of the Employer and Employer's Agent.

C1.2.2 Special Conditions of Contract

Amendments, deletions and/or additions to the General Conditions of Contract as Special Conditions of Contract prescribed by the Employer are set out below. Each item of the Special Conditions of Contract given below is cross-referenced to the clause in the General Conditions of Contract for Construction Works (Third Edition) 2015 to which it mainly applies and additional clauses follow on from those used in the General Conditions of Contract.

The following Special Conditions of Contract as prescribed by the Employer, referring to the General Conditions of Contract for Construction Works (Third Edition) 2015, are applicable to this Contract:

Clause Ref.	Sub-Heading	Special Conditions
1.	GENERAL	
1.1	Definitions	The following definitions are amended as set out below:
1.1.1.12	"Day"	Add the following at the end of Clause 1.1.1.12: <i>"and 'Business Day' means any day that is not a Saturday, Sunday or official public holiday in the Republic of South Africa."</i>
1.1.1.16	"Employer's Agent"	Add the following at the end of Clause 1.1.1.16: <i>"Where reference is made to the term 'Engineer' in the Project Specifications or anywhere in the contract document, the terms 'Engineer' and 'Employer's Agent' shall have the same meaning."</i>

Clause Ref.	Sub-Heading	Special Conditions
1.1.1.38	"Contractor's Site Agent"	<i>"has the meaning assigned to it in Clause 4.12.2 and is the natural person named in the Contract Data".</i>

1.1.1.24	"Practical Completion"	Amend Clause 1.1.1.24 to read as follows: <i>"means that the whole or portion of the Works has reached a state of readiness, and are fit for the purposes intended as stated in the Contract Data and/or the Scope of Work (or if no purpose is stated, their ordinary purpose), and may be occupied without any danger or undue inconvenience to the Employer, even though some minor work may be outstanding."</i>
	Additional Definitions	Add the following new definitions to the General Conditions of Contract:
1.1.1.35	"Contractor's Design Documents"	<i>"means the drawings, design details and specifications of work, Plant and Materials prepared by the Contractor for the works."</i>
1.1.1.36	"Contractor's Key Personnel"	<i>"means the persons listed in Appendix 6 [Contractor's Key Personnel Schedule].¹"</i>
1.1.1.37	"Contractor's Personnel"	<i>"means the Contractor's Representative, the Contractor's Key Personnel and all persons whom the Contractor utilises on Site, who may include staff, labour and other employees of the Contractor and of each subcontractor or supplier and any other personnel assisting the Contractor in the execution of the Works."</i>

1.1.1.39	"Early Warning Event"	<i>"means any events, circumstances or factors which may adversely affect the Works or the progress thereof, including any events, circumstances or factors which may delay the execution of the Works or increase the Contract Price, or otherwise adversely affect the Employer's operations on Site."</i>
1.1.40	"Reasonable and Prudent Contractor"	<i>"means a person seeking in good faith to perform its contractual obligations and, in so doing and in the general conduct of its undertaking, exercising that degree of skill, diligence, prudence, responsibility and foresight which would reasonably and ordinarily be expected from a skilled and appropriately experienced construction contractor, who is complying with all applicable laws, engaged in the same or a similar type of undertaking, in the same or similar circumstances and conditions, and any references to the "Standards of a Reasonable and Prudent Contractor" shall be construed accordingly."</i>
1.1.1.41	"Risk Register"	<i>"means the list of Early Warning Events notified by the Contractor to the Employer, which list shall be maintained and updated by the Contractor on a regular basis."</i>
1.2	Interpretation	
1.2.1	Delivery of Notices	<p>Delete Clause 1.2.1 and replace with the following:</p> <p><i>"1.2.1. Whenever this Contract provides for the giving or issuing of written communications, these communications shall:</i></p> <p style="padding-left: 40px;"><i>1.2.1.1. be in writing and shall clearly state on the face of the document that it is a communication made in accordance with this Contract and reference the Clause under the Contract in terms of which the communication is made;</i></p> <p style="padding-left: 40px;"><i>1.2.1.2. be delivered, sent or transmitted to the addresses for the recipient's communication as stated in the Contract Data, provided that either party shall be entitled to change their address for communications on written notice to the other party.</i></p> <p><i>1.2.2. Communications delivered by hand shall be delivered against receipt and</i></p>

Clause Ref.	Sub-Heading	Special Conditions
		<p><i>communications transmitted via electronic mail shall be deemed to be received when the communication is capable of being retrieved by the recipient, provided that such communications shall only be valid if sent as a PDF attachment to the electronic mail or other form which cannot be edited or altered.</i></p> <p><i>1.2.3. References in the Contract to oral communications are deleted. ”</i></p>
1.2.6	Principles of Interpretation	<p>Add the following new Clause 1.2.6:</p> <p><i>“In this Contract, except where the context indicates otherwise:</i></p> <p><i>1.2.6.1 references to the Contractor include the obligations of the Contractor’s Personnel;</i></p> <p><i>1.2.6.2 references in this Contract to any deed, agreement or instrument are deemed to include references to such other deed, agreement or instrument as amended, novated, supplemented, varied or replaced from time to time;</i></p> <p><i>1.2.6.3 references to the provisions of any law shall include such provisions as amended, re-enacted or consolidated from time to time in so far as such amendment, re-enactment or consolidation applies or is capable of applying to any Works under this Contract;</i></p> <p><i>1.2.6.4 references to a statutory provision include any subordinate legislation made from time to time under that provision and includes that provision as modified or re-enacted from time to time;</i></p> <p><i>1.2.6.5 where figures are referred to in figures and in words, if there is any discrepancy between the two, the words shall prevail;</i></p> <p><i>1.2.6.6 if a definition imposes substantive rights and obligations on a party, such rights and obligations shall be given effect to and shall be enforceable, notwithstanding that they are contained in the definition;</i></p> <p><i>1.2.6.7 where a word is defined within the context of any particular clause in this Contract, that word, unless it is clear from the clause in question that that</i></p> <p><i>word has limited application only to the relevant clause, shall bear the meaning</i></p>

Clause Ref.	Sub-Heading	Special Conditions
		<p>ascribed to it for all purposes in terms of this Contract, notwithstanding that it is not defined in clause 1.1 above;</p> <p>1.2.6.8 words defined in this Contract shall bear the same meanings in any annexures or schedules to this Contract and if those annexures or schedules contain their own definitions the definitions in these Conditions shall take precedence;</p> <p>1.2.6.9 words and abbreviations that have well known technical or trade meanings are used in the Contract in accordance with such recognized meanings;</p> <p>1.2.6.10 where any number of days is prescribed, those days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day that is not a Business Day, in which event the last day shall be the next succeeding Business Day;</p> <p>1.2.6.11 the rule of construction that if general words or terms are used in association with specific words or terms that are a species of a particular genus or class, the meaning of the general words or terms shall be restricted to that same class shall not apply, and whenever the word "including" is used followed by specific examples, such examples shall not be interpreted so as to limit the meaning of any word or term to the same genus or class as the examples given.</p> <p>1.2.6.12 the rule of construction that the Contract shall be interpreted against or to the disadvantage of the Party responsible for the drafting or preparation of this Contract shall not apply;</p> <p>1.2.6.13 any provision in this Contract that is or may become illegal, invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such prohibition or unenforceability in such jurisdiction and shall be treated as severed from the balance of this Contract in such jurisdiction, without invalidating the remaining provisions of this Contract in such jurisdiction or affecting it in any other jurisdiction;</p>

Clause Ref.	Sub-Heading	Special Conditions
		<p>1.2.6.14 <i>time is of the essence in the performance of the Contractor's obligations; and</i></p> <p>1.2.6.15 <i>references containing terms such as 'best endeavours' when used in connection with an obligation of the Contractor, means taking in good faith and with due diligence all reasonable steps to achieve the objective and to fulfil the obligation at the earliest possible time, including doing all that a Reasonable and Prudent Contractor in comparable circumstances would do."</i></p>
1.3.1	Concession not to constitute a waiver	Amend Clause 1.3.1 by adding the following words after the word "Employer" in the first line: <p><i>“, Employer's Agent”</i></p>
1.3.5	Contractor's copyright	Add the following at the end of Clause 1.3.5: <p><i>“The Contractor shall indemnify and hold the Employer harmless against and from any claim alleging an infringement of intellectual property rights which arises out of or in relation to the Contractor's design, manufacture, construction or execution of the Works or the proper use of the Works.”</i></p>
1.3.7	Joint and several liability	Add the following new Clause 1.3.7: <p><i>“1.3.7.1 If the Contractor constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the Employer for the performance of the Contract.</i></p> <p><i>1.3.7.2 The Contractor shall, within 1 week of the Commencement Date, notify the Employer's Agent and the Employer of the key person who has the authority to bind the Contractor on their behalf.”</i></p> <p><i>1.3.7.3 The Contractor does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the Employer.”</i></p>
1.3.8	Ethics	Add the following new Clause 1.3.8: <p><i>“1.3.8.1 The Contractor undertakes not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;</i></p>

Clause Ref.	Sub-Heading	Special Conditions
		<p>1.3.8.2 The Contractor shall comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the Employer is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.</p> <p>1.3.8.3 The Contractor's breach of this clause constitutes grounds for terminating the Contractor's obligation to provide the Works or taking any other action as appropriate against the Contractor (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.</p> <p>1.3.8.4 If the Contractor is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the Employer, the Employer shall be entitled to terminate the Contract immediately on notice to the Contractor."</p>
1.3.9	Confidentiality	<p>Add the following new Clause 1.3.9:</p> <p>"1.3.9.1 All information obtained in terms of this Contract or arising from the implementation of this Contract shall be treated as confidential by the Contractor and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the Employer's Agent or the Employer, which consent shall not be unreasonably withheld.</p> <p>1.3.9.2 If the Contractor is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the Employer's Agent.</p> <p>1.3.9.3 This undertaking shall not apply to –</p> <p>(a) Information disclosed to the employees of the Contractor for the purposes of the implementation of this Contract. The Contractor undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;</p> <p>(b) Information which the Contractor is required by law to disclose, provided that the Contractor notifies the Employer prior to disclosure so as to enable the Employer to take the appropriate action to protect</p>

Clause Ref.	Sub-Heading	Special Conditions
		<p><i>such information. The Contractor may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;</i></p> <p><i>(c) Information which at the time of disclosure or thereafter, without default on the part of the Contractor, enters the public domain or to information which was already in the possession of the Contractor at the time of disclosure (evidenced by written records inexistence at that time);</i></p> <p><i>1.3.9.4 The taking of images (whether photographs, video footage or otherwise) of the Works or any portion thereof, in the course of providing the Works and after the Due Completion Date, requires the prior written consent of the Employer's Agent. All rights in and to all such images vests exclusively in the Employer.</i></p> <p><i>1.3.9.5 The Contractor ensures that all his subcontractors abide by the undertakings in this clause 1.3.9"</i></p>
2	BASIS OF CONTRACT	
2.1.3	Obtaining Information	<p>Add the following at the end of Clause 2.1.3:</p> <p><i>"The Contractor shall be deemed to have made allowances in his programme for all such risks, contingencies and all other circumstances which may influence of affect the Works."</i></p>
2.2.1	Adverse physical conditions	<p>Amend the first paragraph of Clause 2.2 by adding the words in italics:</p> <p><i>"If, while carrying out the Works, the Contractor shall encounter adverse physical conditions (other than weather conditions at the Site or the direct consequences of those particular weather conditions) or artificial obstructions, which conditions or obstructions could not have been reasonably foreseen by an experienced contractor at the time of submitting his tender, and the Contractor is of the opinion that additional work will be necessary which would not have been necessary if the particular physical conditions or artificial obstructions had not been encountered, he shall give notice to the Employer's Agent in writing as soon as he becomes aware of the conditions or obstructions aforesaid but in any event within 5 days of the date on which he ought to have become aware of the conditions or obstructions, stating:"</i></p>

Clause Ref.	Sub-Heading	Special Conditions
2.2.3	Contractor to carry out additional work	Delete Clause 2.2.3 and replace with the following: <i>"The Employer's Agent shall respond to the Contractor's notice in terms of Clause 2.2.1 within 14 days of the notice. If the Employer's Agent fails to respond within the period specified, the Contractor shall carry out the additional work proposed in the notice or notices under Clauses 2.2.1 and 2.2.2 without limiting the right of the Employer's Agent to order a suspension of work in terms of Clause 5.11.2 or a variation in terms of Clause 6.3."</i>
2.3	Technical data	Add the following new Clause 2.3.2: <i>"It is the Contractor's obligations to verify the accuracy of the technical data provided by the Employer and its failure to do so shall be taken into account in the assessment of the Contractor's claim, if any."</i>
2.5	Assignment	Delete Clause 2.5.1 and replace with the following: <i>"2.5.1 The Contractor shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the Employer, which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner/trustee (whether provisional or not) of the Contractor.</i> <i>2.5.2 The Employer may, on written notice to the Contractor, cede and delegate its rights and obligations under this contract to any person or entity."</i>
3	EMPLOYER'S AGENT	
3.2.4	Employer's Agent for health and safety	Delete and replace with the following: <i>"The Employer may, by written notice to the Contractor and the Employer's Agent, authorise an agent to act as his representative relating to responsibilities imposed by the Occupational Health and Safety Act 85 of 1933 and the Construction Regulation 2014 on the Employer. Such an agent, if not the Employer's Agent, shall be responsible to the Employer's Agent in terms of this Contract."</i>

Clause Ref.	Sub-Heading	Special Conditions
4	CONTRACTOR'S GENERAL OBLIGATIONS	
4.1.1	Extent of Contractor's obligations	<p>Clause 4.1.1 is re-numbered as Clause 4.1.1.1 and the following is added as a new Clause 4.1.1.2:</p> <p><i>"The Contractor shall ensure that the Works, when complete, are fit for their intended purpose as stated in the Contract Data and/or the Scope of Work. Where no purpose is stated, the Contractor shall ensure that the Works are fit for their ordinary purpose."</i></p>
4.1.2	Contractor's liability for own design errors	<p>This heading is amended to read: <i>"The Contractor's liability for design"</i></p> <p>Delete Clause 4.1.2 and replace with the following:</p> <p><i>"4.1.2.1. Where any part of the Works, whether permanent or temporary is designed by the Contractor, he shall, notwithstanding any approval of the Employer's Agent be liable for any error or deficiency in any design, drawing or document and any loss or damage arising out of such error or deficiency.</i></p> <p><i>4.1.2.2. Without prejudice to any other provision of this Contract, the Contractor shall, in the performance of its design obligations under this Contract, exercise all the reasonable skill, care and diligence to be expected of a prudent, competent and properly qualified engineer or other appropriate designer experienced in the provision of like services for projects of a size, scope, nature and complexity and in a physical location similar to the Works. The Contractor's obligations in terms of this Clause shall not detract from the Contractor's obligation to produce a design which is fit for purpose stated in the Contract Data and/or the Scope of Work, and if no such purpose is stated, its ordinary purpose."</i></p>
4.2.1	Employer's Agents Instructions	<p>Add the following at the end of Clause 4.2.1:</p> <p><i>"provided such instructions are given in writing. If the Contractor considers the instruction to constitute a Variation Order, he shall proceed in accordance with Clause 6.3.2.1."</i></p>

Clause Ref.	Sub-Heading	Special Conditions
4.2.3	Setting-out of the Works	<p>Add the following new Clause 4.2.3:</p> <p><i>"4.2.3.1 The Employer's Agent shall establish the basic reference pegs and benchmarks on the Site and give to the Contractor the particulars thereof in sufficient time to enable the Contractor to meet his approved programme. It shall be the Contractor's responsibility to verify the accuracy of these items of reference before they are used for the Works and rectify any errors.</i></p> <p><i>4.2.3.2 After compliance by the Employer's Agent with the provisions of Clause 4.2.3.1, the Contractor shall be responsible for the true and proper setting out of the Works and for the correctness of the position, levels, dimensions and alignment of all parts of the Works and for the provision of all necessary instruments, appliances and labour in connection therewith.</i></p> <p><i>4.2.3.3 If at any time during the progress of the Works, any error shall appear or arise in the position, levels, dimensions or alignment of any part of the Works, the Contractor, on being required to do so by the Employer's Agent, shall at his own expense rectify such error to the satisfaction of the Employer's Agent, but if such error is based on incorrect data supplied in writing by the Employer's Agent or if there is any delay in providing the particulars required in terms of Clause 4.2.3.1, the Contractor shall, in respect of that delay and the Cost of such rectification, be entitled to make a claim in accordance with Clause 10.</i></p> <p><i>4.2.3.4. The Contractor shall carefully protect and preserve all benchmarks, sight-rails, pegs and other things used in setting out the Works.</i></p> <p><i>4.2.3.5. The checking of any setting-out or of any line or level by the Employer's Agent shall not relieve the Contractor of his responsibility for the correctness thereof."</i></p>

Clause Ref.	Sub-Heading	Special Conditions
4.3.1	Compliance with applicable laws	Delete Clause 4.3.1 and replace with the following: <i>"The Contractor shall, in fulfilling the Contract, comply with all the Contract and all applicable laws, the Standards of a Reasonable and Prudent Contractor, , relevant codes of good practice and the requirements of any public authority having jurisdiction over the Works, the site or the parties. The Contractor shall promptly provide proof of such compliance at the request of the Employer's Agent."</i>
4.4.7	Assignment of benefit of subcontract	Add the following at the end of Clause 4.4.7: <i>"The Contractor shall use its best endeavours (and shall bear the onus of proving that it has done so) to ensure (save to the extent actually prevented from doing so by law), in each subcontract that he enters into, that the Contractor's rights and obligations under the subcontract are capable of being freely assigned, ceded and delegated in full, without limitation and/or further consent being required from the Contractor, to the Employer or any affiliate of the Employer."</i>
4.4.8	Payment to subcontractors	Add the following new Clause 4.4.8: <i>"4.4.8.1.If the Contractor does not make payment of any amount due and payable by him to a Subcontractor and the Employer considers that such non-payment may adversely impact the progress of the Works or generally the obligations of the Contractor under the Contract, the Employer shall be entitled to require the Contractor to supply evidence of payment of the Subcontractor or, as applicable, justification for the non- payment.</i> <i>4.4.8.2 In the absence of such evidence or justification to the reasonable satisfaction of the Employer, the Employer is entitled, but not obliged, to make payment directly to the Subcontractor in which event such payment is, for all purposes under the Contract, regarded as a payment made on behalf of the Contractor and at the request of and with the approval and consent of the Contractor, as a payment towards the Contract Price.</i> <i>4.4.8.3. Notwithstanding anything to the contrary in the Contract, all payments made directly to the Subcontractor shall be set off against the next payment to the Contractor."</i>

Clause Ref.	Sub-Heading	Special Conditions
4.8.1	Facilities for others	Add the following at the end of Clause 4.8.1: <i>"and shall be deemed to have made allowances in his programme for work carried out by others"</i>
4.9.	Construction Equipment	Add the following new Clauses after Clause 4.9.1 : <i>"4.9.2 The Contractor shall ensure that any Construction Equipment brought onto the Contractor's working areas are stored and marked in accordance with the current version of the Working Airside Manual applicable to such working areas, or other such requirements which may be communicated by or on behalf of the Employer from time to time.</i> <i>4.9.3. In order to preclude seizure by the owner of any Construction Equipment being held by the Contractor on a hire-purchase agreement for the purposes of the Contract, the Employer shall be entitled, but not obliged, to pay any such owner the amount of any outstanding instalment or other sum owing under any hire or hire-purchase agreement and in the event of his doing so, any amount thus paid by him shall be a debt payable to the Employer by the Contractor and may be deducted by the Employer from any monies owing or that may become owing the Contractor in terms of the Contract, or be recovered at law from the Contractor by the Employer.</i> <i>4.9.4 When entering into any subcontract for the execution of any part of the works, the Contractor shall incorporate in such subcontract, by reference or otherwise, the provisions of this clause in respect of Construction Equipment brought to the Site by the subcontractor."</i>
4.10	Contractor's employees	Add the following new Clause 4.10.3: <i>"The Contractor shall:</i> <i>4.10.3.1. comply with all relevant labour laws applicable to the Contractor's Personnel relating to their employment, wages, working hours, health and safety, welfare,, immigration and emigration laws and the requirements of any public authorities having jurisdiction over the Works, the Site or the parties;</i>

Clause Ref.	Sub-Heading	Special Conditions
		<p>4.10.3.2. ensure that it pays rates and wages, and observes conditions of labour, which comply with the applicable law and are not lower than those established for the trade or industry where the work is carried out. if rates no conditions are applicable, the Contractor shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observes locally by employees whose trade or industry is similar to that of the Contractor, and</p> <p>4.10.3.3 not recruit or attempt to recruit staff and labour from amongst the Employer's personnel."</p>
4.13	Engagement of foreign Employees	<p>Add the following as a new Clause 4.13:</p> <p>"4.13.1 Other than the Contractor's Key Personnel, the Contractor shall not be entitled to bring into the Country any foreign personnel to execute the Works, without the prior written consent of the Employer.</p> <p>4.13.2 Any riot, commotion, disorder, strike or lockout arising from the Contractor's use of foreign personnel shall not entitle the Contractor to make a claim. For the avoidance of doubt, the Employer is absolved from any and all liability arising from the Contractor's use of foreign personnel.</p> <p>4.13.3 The Contractor shall apply for the necessary authorities and permits together with any visas and work permits required in order for the Contractor to employ foreign personnel in South Africa. It shall be the Contractor's responsibility to ensure that obtaining the necessary authorities, permits and visas for its foreign personnel does not delay the Works. For the avoidance of doubt, the Contractor shall not be entitled to make a claim where delays in obtaining the necessary authorities, permits and visas for its foreign personnel result in a delay to the progress of the Works.</p> <p>4.13.4 All costs incurred by the Contractor in obtaining and renewing the required permits as well as any costs incurred as a result of having failed to comply with the said relevant requirements prescribed by</p>

Clause Ref.	Sub-Heading	Special Conditions
		<p><i>the said applicable laws shall be for the Contractor's account.</i></p> <p><i>4.13.5 The Contractor shall be responsible for the return of foreign personnel to the place where they were recruited or to their domicile. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return for burial."</i></p>
5.	TIME AND RELATED MATTERS	
5.6.2	Contents of the programme	<p>Add the following at the end of Clause 5.6.2:</p> <p><i>"For each operation, a statement of how the Contractor plans to do the work identifying the principle equipment and other resources which he plans to use."</i></p>
5.9.1	Instructions	<p>Add the following paragraph at the end of Clause 5.9.1:</p> <p><i>"All additional copies, whether provided by the Employer's Agent or reproduced by the Contractor, shall be to the Contractor's account."</i></p>
5.9.7	Employer's Agent to approve Contractor's design and drawings	<p>Amend Clause 5.9.7 by adding the following new provisions after Clause 5.9.7.1:</p> <p><i>"5.9.7.2 Where applicable, the Contractor submits the Contractor's Design Documents to the Employer's Agent for acceptance at the times and in the manner and format stated in the works information.</i></p> <p><i>5.9.7.3 The Employer's Agent returns each Contractor's Design Document to the Contractor marked either 'A' (accepted), 'B' (accepted with comments) or 'C' (rejected). If the Employer's Agent marks a Contractor's Design Document 'B' or 'C', he states his reasons. A reason for not accepting a Contractor's Design Document is that it does not comply with: (a) the Scope of Work; (b) any previous Contractor's design documents which the Employer's Agent has returned marked 'A', or the Employer's Agent has returned marked 'B' and the Contractor has amended to incorporate the Employer's Agents comments; (c) the applicable law; or (d) any other provision of this Contract.</i></p>

Clause Ref.	Sub-Heading	Special Conditions
		<p>5.9.7.4 <i>If the Employer's Agent does not return a Contractor's design document within the period for reply, it is treated as having been returned marked 'A'.</i></p> <p>5.9.7.5 <i>Where a Contractor's design document is returned marked 'A', the Contractor proceeds with the relevant work in accordance with the Contractor's Design Document.</i></p> <p>5.9.7.6 <i>Where a Contractor's Design Document is returned marked 'B', the Contractor: (a) amends the Contractor's design document to incorporate the Employer's Agents comments; (b) submits the Contractor's design document as so amended to the Employer's Agent; and (c) proceeds with the relevant work in accordance with the Contractor's Design Document as so amended.</i></p> <p>5.9.7.7 <i>Where a Contractor's Design Document is returned marked 'C', the Contractor: (a) amends the Contractor's Design Document to incorporate the Employers Agent's comments; (b) re-submits it to the Employers Agent for acceptance; and (c) does not proceed with the relevant work until the Employers Agent has returned it marked 'A' or 'B' and, where it is marked 'B', has complied with clause 5.9.7.6.</i></p> <p>5.9.7.8 <i>If the Contractor disagrees with a comment of the Employers Agent on a Contractor's Design Document marked 'B' or 'C', he notifies the Employers Agent within one week of receipt stating his reasons and that in his opinion compliance with the comment will give rise to a change in the works information. The Employers Agent replies within one week of receipt of the Contractor's notice either confirming or withdrawing his comment. A confirmation or withdrawal by the Employers Agent is not an acceptance of the Contractor's opinion.</i></p> <p>5.9.7.9 <i>If the Contractor does not notify the Employers Agent within one week that he disagrees with a comment of the Employers Agent, compliance with the comment does not give rise to a variation in terms of the Contract."</i></p>

Clause Ref.	Sub-Heading	Special Conditions
5.9.8	Drawing and Specifications by the Contractor	<p>Add the following as a new Clause 5.9.8:</p> <p><i>“5.9.8.1 The originals of all drawings and specifications prepared by or on behalf of the Employer’s Agent shall remain in his custody and references herein to delivery to the Contractor of drawings or specifications shall relate to true copies thereof both in hard copy and electronic format.</i></p> <p><i>5.9.8.2. The Contractor shall be entitled to receive free of charge, to the extent provided in the Contract, copies of each such drawing and specification and to receive, or reproduce, such additional copies as he shall reasonably require. All additional copies, whether provided by the Employer’s Agent or reproduced by the Contractor, shall be to the Contractor’s account.</i></p> <p><i>5.9.8.3 One copy of all documents constituting the Contract shall be kept on the Site and be available for perusal by the Employer’s Agent or any person authorised by him.</i></p> <p><i>5.9.8.4 The Contractor shall, in accordance with the Employer’s Agent’s instructions, maintain a register on the Site of all drawings and revisions thereof in the chronological order in which they are delivered to him.”</i></p>
5.10	Delays attributable to the Employer	<p>Add the following at the end of Clause 5.10.1:</p> <p><i>“Notwithstanding anything to the contrary contained in the Contract, the Contractor shall not be entitled to claim if the Contractor would have in any event been delayed but for the Employer’s conduct.”</i></p>
5.11.2	Claims as a consequence of suspension	<p>Add the following after “the Contractor,” in the second line of Clause 5.11.2:</p> <p><i>“or by reason of any contractor executing construction work, which is not in accordance with, the Contractor’s Health and Safety Plan for the Site or which poses a threat to the health and safety of persons,”</i></p>
5.12.1	Extension of the Time for Practical Completion	<p>Delete the last sentence of Clause 5.12.1 and replace with the following:</p> <p><i>“Such extension of time shall take into account any special non-working days and all relevant circumstances in respect of such claim. The Contractor shall not be entitled to make a claim if the Works would have in any event been delayed for reasons attributable to the Contractor.”</i></p>

5.13.4	Cap on penalty for delay	Add the following new Clause 5.13.4: <i>"The penalties payable by the Contractor shall be limited to the amount stated in the Contract Data. Upon reaching the cap on the penalties payable by the Contractor, the Employer shall be entitled to terminate the Contract immediately on notice to the Contractor".</i>
5.14.1	Practical Completion	Amend the second sentence of the second paragraph of Clause 5.14.1 to read as follows: <i>"Should the Employer's Agent not issue such list within the 14 days, then the Contractor shall notify the Employer's Agent and the Employer. If the Employer's Agent or the Employer fail to respond to the Contractor's notice or issue the list of work required for Practical Completion within a further seven days, Practical Completion shall be deemed to be achieved at the expiry of the seven dayperiod."</i> The last paragraph of this Clause is deleted.

Clause Ref.	Sub-Heading	Special Conditions
5.14.2	Issue of Certificate of Practical Completion	In the second line of Clause 5.14.2, replace the words " <i>the Employer's Agent</i> " with the following: <i>", the Contractor shall notify the Employer's Agent, who shall inspect the Works and the Employer's Agent"</i>
5.14.4	Certificate of Completion	Add the following at the end of Clause 15.14.4: <i>"However, a Certificate of Completion will not be issued before the Contractor hands over a consolidated Health and Safety file that shall include all the specified information."</i>
6.	PAYMENT AND PAYMENT RELATED MATTERS	
6.2.1	Delivery of Security	Add the following at the end of Clause 6.2.1: <i>"The security delivered by the Contractor shall be an unconditional, on-demand guarantee, provided by a bank or insurer approved by the Employer."</i>
6.5.3	Details to be recorded	In the last sentence on Clause 6.5.3: Delete the first word " <i>If</i> " and replace with " <i>When</i> ".
6.6.1	Provisional sums	In the first line of Clause 6.6.1.2.1 after the word " <i>sums</i> " and the fourth line of Clause 6.6.1.2.2 after the word " <i>amount</i> ", insert the words " <i>excluding VAT</i> ."

6.10.2	Valuation of material bought on to Site	Amend Clause 6.10.2 by replacing the second sentence (commencing " <i>The valuation of such materials...</i> ") with the following: <i>"The valuation of such materials shall be based on the purchase price and delivery cost reflected by the relevant invoices or receipts, exclusive of Value Added Tax and discounts to the Contractor and inclusive of any other duties payable on such material. (Value Added Tax will be added only to the nett amount certified by the Employer's Agent as payable to the Contractor in respect of each</i>
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Clause Ref.	Sub-Heading	Special Conditions
		<i>Payment Certificate, as provided for in Clause 6.10.1;"</i>
6.10.3	Retention money	Add the following at the end of Clause 6.10.3: <i>"A retention guarantee may be provided in lieu of cash retention. The retention guarantee shall be to the value of stated in the Contract Data. The retention guarantee shall be issued by the Contractor at the Commencement Date of this Contract. The retention guarantee shall be returned to the Contractor within 14 days."</i>
6.11	Variations exceeding 15 per cent	In Clause 6.11, replace "15 per cent" in the heading, the marginal heading and in Clause 6.11.1.3 with "20 per cent".
7.	QUALITY AND RELATED MATTERS	
7.2.1	Quality of Plant, workmanship and materials	Clause 7.2.1 is renumbered as Clause 7.2.1.1 and the following new Clauses are added at the end of Clause 7.2.1: <i>"7.2.1.2. The onus rests with the Contractor to produce work which conforms in quality and accuracy of detail to all the requirements of the specifications and drawings, and the Contractor shall, at his own expense, institute a quality-control system and provide experienced personnel, together with all transport, instruments and equipment, to ensure adequate supervision and positive control of the works at all times.</i> <i>7.2.1.3 The Employer's Agent shall be entitled to audit any aspect of the Works.</i> <i>7.2.1.4 The details of all quality documents; test procedures and compliance documents must be submitted, five (5) days before each design and execution stage commences, to the Employer's Agent for information."</i>

7.4.1	Samples of materials	<p>Clause 7.4.1 is renumbered to Clause 7.4.1.1 and the following new Clauses are added at the end of Clause 7.4.1:</p> <p><i>“7.4.1.2 The Contractor shall conduct tests or have them conducted continually on a regular basis, to check the properties of natural materials and processed natural materials and of products manufactured on site, such as concrete and asphalt. Although not a requirement for the Contractor to conduct</i></p>
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Clause Ref.	Sub-Heading	Special Conditions
		<p><i>regular tests on any commercially produced products such as cement, bitumen, steel and pipes, the Contractor shall remain fully responsible for any defective material or equipment provided by him.</i></p> <p><i>7.4.1.3 Similarly, the quality of all elements of the works shall be checked on a regular basis by the Employer's Agent and/or the Employer's Agent Representative so as to ensure compliance with the specified requirements. The intensity of control and of tests to be conducted by the Contractor in terms of these obligations is not specified but shall be adequate to ensure that proper control is being exercised to the satisfaction of the Employer's Agent. The Contractor shall be fully responsible for any defective material or equipment provided, and any consequences thereof. Where any natural materials or products made from natural materials are supplied, upon completion of each element of the construction works, the Contractor shall test and check such materials, products and or elements for compliance with the specified requirements and shall submit his results to the Employer's Agent for approval. Such submission shall include all his measurements and test results and shall furnish adequate proof of compliance with the specified requirements.”</i></p>
7.6.3.3	Removal of improper work and materials	<p>Add the following new Clause 7.6.3.3:</p> <p><i>“To stop any contractor from executing construction work, which is not in accordance with, the Contractor's health and safety plan for the Site or which poses a threat to the health and safety of persons and to implement the required health and safety measures before continuing.”</i></p>
8.3.1.4	Excepted risks	<p>Add the following new Clause 8.3.1.4:</p> <p><i>“Risk arising from political riot and malicious damage, unless these risks are insurable with the South African Special Risk Insurance Association at the time of tendering and it is stipulated in the Contract Data that the Contractor is to effect insurance against these risks.”</i></p>

8.3.1.4.	Excepted risks	<p>Add the following at the end of 8.3.1.4:</p> <p>(a) <i>“Provided that all of the following conditions are satisfied: The Contractor has engaged with the persons responsible for the strike, riot, commotion, disorder, violent demonstrations, sabotage other civil disturbance; has met with the relevant persons or leaders; and has recorded such relevant persons’ or leaders’ details, their grievances, the organisations involved, all threats made; and has requested the persons or leaders to cease all unlawful conduct;</i></p> <p>(b) <i>The Contractor has obtained proof of the strike, riot, commotion, disorder, violent demonstrations, sabotage or other civil disturbance;</i></p> <p>(c) <i>The Contractor has reported all threats and unlawful conduct to the South African Police Service;</i></p> <p>(d) <i>The Contractor has brought an urgent application to the court that correctly identifies and defines the unlawful conduct to be interdicted; and</i></p> <p><i>The Contractor has ensured that the court order obtained pursuant to the urgent court application is enforced.</i></p>
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Clause Ref.	Sub-Heading	Special Conditions
8.4.1.1	Injury to persons and damage to property	<p>Delete and replace with the following Clause 8.4.1.1:</p> <p><i>“hereby indemnifies the Employer, the Employer’s Agent and all consultants against any liability in respect of damage to or physical loss of the property of any person, including any employee of the Contractor, or injury to or death of any person, including any employee of the Contractor and”</i></p>
8.4.3	Limitation of Liabilities	<p>Add the following new Clause 8.4.3:</p> <p><i>“8.4.3.1 Neither Party shall be liable to the other Party for the loss of any Works, loss of profit, loss of any contract or for any indirect consequential loss or damage which may be suffered by the other Party in connection with the Contract.</i></p> <p><i>8.4.3.2 The Contractor’s liability under the Contract shall be limited to the amount stated in the Contract Data.</i></p> <p><i>8.4.3.3 The following shall be excluded from the calculation of the limitation of liability: (a) any proceeds received from any project insurances required in terms of the Contract or any proceeds which would have been received from any project insurances but for</i></p>

Clause Ref.	Sub-Heading	Special Conditions
		<p>the conduct of the Contractor; (b) delay and performance liquidated payable by the Contractor under the Contract; (c) all indemnities provided in the Contract; (d) retention monies; (e) any amounts paid to the Employer pursuant to the security provided under the Contract.</p> <p>8.4.3.4 The Employer's liability shall be limited to the Contract Sum.</p> <p>8.4.3.5 This clause shall not be limit liability in any case of fraud, deliberate default or reckless misconduct by the defaulting Party".</p>
8.7	Early Warning Events	<p>Add the following new Clause 8.7:</p> <p>"8.7.1 In order to mitigate risk, the Employer and the Contractor require open and effective communication and co-operation to deal with events, circumstances or factors which may adversely affect the Works or the progress thereof, including any events, circumstances or factors which may delay the execution of the Works or increase the Contract Price, or otherwise adversely affect the Project or the Employer's operations on Site ("Early Warning Event").</p> <p>8.7.2 With a view to facilitating this, the Contractor shall notify the Employer of Early Warning Events by way of an Early Warning Event register ("Risk Register") which shall be maintained, updated and submitted by the Contractor to the Employer on a weekly basis. The Contractor shall co-ordinate weekly early warning meetings at the Site for the purpose of discussing Early Warning ("Risk Reduction Meetings").</p> <p>8.7.3 The Risk Reduction Meetings shall be attended by the Employer's Agent and the Contractor with the requisite expertise and authority to take decisions on behalf of the Parties at such meetings.</p> <p>8.7.4 The updated Risk Register shall be submitted to the Employer at each such meeting.</p> <p>8.7.5 In each notice given in the Risk Register the Contractor shall provide: (a) detailed particulars of the event and the potential adverse effects; and (b) Proposals for the steps to be taken to mitigate the potential adverse effects thereof.</p> <p>In addition, either of the Parties shall be entitled, by written notice, to require the other</p>

Clause Ref.	Sub-Heading	Special Conditions
		<p>Party to attend a Risk Reduction Meeting in respect of any Early Warning Event (whether or not notified by the Contractor).</p> <p>8.7.6 The purpose of the Risk Reduction Meeting is to raise and discuss Early Warning Events in a cooperative manner and to jointly make and consider proposals and seek solutions to mitigate the potential adverse effects thereof.</p> <p>8.7.7 The early warning notice and Risk Reduction Meeting contemplated in this Clause are intended as a risk management tool and open discussion is of paramount importance. To this end:</p> <p>8.7.7.1 notification in terms of this Sub-Clause shall not constitute notification of a claim for extension of time or additional cost pursuant to Clause 10.1 [Extension of time for Practical Completion] or otherwise under the Contract (and to the extent that the Contractor wishes to give such notice in respect of a notified Early Warning Event he shall do so in a separate notice in accordance with the relevant provisions of the Contract; and</p> <p>8.7.7.2 unless otherwise specifically agreed in writing by the Employer and the Contractor from time to time nothing raised or agreed at any Risk Reduction Meeting shall limit or derogate from the rights and obligations of the Parties under the Contract.</p> <p>8.7.8 If the Employer's Agent has notified the Contractor of his decision that the Contractor did not give an early warning which an experienced Contractor should have given, the claim shall be assessed as if the Contractor had given an early warning."</p>
9	TERMINATION OF CONTRACT	
9.1.1	Termination due to external events	In the second line of Clause 9.1.1, delete the words "in any part of the world" and replace with "within the jurisdiction of the Site".
9.1.4	Increased costs	<p>The second paragraph of Clause 9.1.4 is amended to read as follows:</p> <p>"Provided that the Contractor shall, as soon as any such increased Costs comes to his knowledge, and in any event no later than 14 days becoming aware of, or when the Contractor should have reasonably become aware of such increased Cost, notify the Employer's Agent thereof, in writing. The provisions of Clause 6.4 shall then apply, with the necessary changes."</p>

Clause Ref.	Sub-Heading	Special Conditions
9.2.4	Termination for convenience	Add the following new Clause 9.2.4: <i>“Notwithstanding any other termination rights that the Employer may have under in terms of clause 9.2, the Employer may at any time, in its absolute discretion and without cause, terminate the Contract in whole or in part by giving 90 (ninety) days written notice to the Contractor of its intention to terminate. Subject to the Employer's rights under the Contract to deduct amounts owing to the Contractor in terms of clause 6.10.6, the Employer must pay the Contractor, as the Contractor's sole remedy in relation to the termination, all proven amounts due and unpaid for the Work completed at the date of termination.”</i>
10	CLAIMS AND DISPUTES	
10.5.1	Dispute resolution by standing adjudication	Add the following at the end of Clause 10.5.1: <i>“The member of the Adjudication Board shall be selected from the panel of Adjudication Board Members attached as Appendix 8 [the Adjudication Board panel].”</i>
10.5.2	Dispute resolution by ad-hoc adjudication	Add the following at the end of Clause 10.5.2: <i>“The member of the Adjudication Board shall be selected from the panel of Adjudication Board Members attached as Appendix 8 [the Adjudication Board panel].”</i>
10.7.4	Urgent relief	Add the following new Clause 10.7.4: <i>“Nothing herein contained shall be deemed to prevent or prohibit a party to the arbitration from applying to the appropriate court for urgent relief or for judgment in relation to a liquidated claim.”</i>
10.8	Court proceedings	Delete Clause 10.8 and replace with the words “[NOT USED]”
10.9.1	Appointment of dispute resolving person	Amend Clause 10.9 by deleting reference to <i>“the South African Institution of Civil Employer's Agenting”</i> and substituting with <i>“the Johannesburg Bar Council”</i> .
10.10.1	Contractor's right to court proceedings	Delete Clause 10.10.1 and replace with the words “[NOT USED]”

Part 1: Contract Data completed by the Employer

The General Conditions of Contract make several references to the Contract Data for specific data, which together with the General and Special conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

The Contract Data and General Conditions of Contract shall have precedence over the Drawings, Scope of Work and Standardised Specifications in the interpretation of any ambiguity or inconsistency between these documents.

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition, 2015, are applicable to this Contract:

Clause Reference	Contract Data	Specific Data
1.1.1.9 and 1.2.1	Contractor	
1.1.1.13	Defects Liability Period	12 Months for bridges and 6 month for roads
1.1.1.14	Due Completion Date	TBC
1.1.1.15 and 1.2.1	Employer	King Sabata Dalindyebo Municipality P.O Box 45 Mthatha 5100
1.1.1.16	Employer's Agent	TBC
1.1.1.26	Pricing Strategy	The pricing Strategy is: a Re-measurement Contract as defined in Clause 1.1.1.27]

1.1.1.38	Contractor's Side Agents	
1.3.2	Governing law	The law of the Republic of South Africa
1.3.3	Language	The language of the Contract is English
2.2.4	Contractor's right to claim	
3.2.3	Specific approval of the Employer required	<p>The Employer's Agent is required to obtain the specific approval of the Employer before executing any of the following functions or duties:</p> <ul style="list-style-type: none"> • Clause 3.3.1 Nomination of Employer's Agent's Representative • Clause 3.3.4 Employer's Agent's authority to delegate • Clause 5.8.1 Non-working times • Clause 6.3 Variations • Clause 5.11.2 Suspension of the Works • Clause 5.12.1 Extension of Time for Practical Completion • Clause 5.12.4 Acceleration instead of extension of time.

5.1.1	Time calculations	<p>Special non-working days include:</p> <ul style="list-style-type: none"> • Saturdays, Sundays and gazetted public holidays in the Republic of South Africa; and • The annual builder's break, on which the contractor grants the majority of his permanent workforce leave around 15 December and the first Monday of the subsequent year (as defined by the South African Forum Civil Engineering Contractors).
5.3.1	Commencement of the Works	<p>The documentation required before commencement with the Works execution are:</p> <ul style="list-style-type: none"> • Site Permits • Approved Health and Safety File in terms of the Occupational Health and Safety Act 85 of 1993: Construction Regulations (refer to Clause 4.3.1) • Initial Program (refer to Clause 5.6) • Security (refer to Clause 6.2) • Insurance (refer to Clause 8.6) • Contractor's cash flow projection
5.3.2	Unaccepted documentation	<p>The time to submit the documentation required before commencement with Works execution is fourteen (14) days.</p>

5.8.1	Non-working times	<p>The non-working days are Saturdays, Sundays, and Government Gazetted Public Holidays</p> <p>Refer to the working hours as detailed in the Manual of Procedures for Working Airside.</p>
5.13.1	Penalty for delay	R5000 per calendar day for projects with minimum value of R1 – R10m 0,05% of the project Value to maximum of R25 000 for projects more than R10 Million
5.13.3	Cap on penalty	10% of the contract sum, after which contract will be terminated
5.14.1	Practical Completion	Varies on project
6.2.1	Security	<ul style="list-style-type: none"> Performance Bond: <p>The security to be provided by the Contractor shall be a performance guarantee of 10% of the Contract Sum.</p>
6.3.10	Retention money	If a retention guarantee is provided in lieu of cash retention, then value of the retention guarantee shall be an amount equal to 10% of the Contract Sum.
6.5.1.2.3	Basis of payment for dayworks	The percentage allowances to cover the relevant charges is 10%.

6.8.2 and 6.8.3	Contract Price Adjustment	<p>The Contract Price shall be subject to contract price adjustment in accordance with Clause 6.8 of the General Conditions of Contract.</p> <p>If special materials are specified in the Contract then the provisions of Clause 6.8.3 of the General Conditions of Contract shall apply to such special materials.</p> <p>Where applicable, in terms of the foregoing, the value of the certificates</p>
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		<p>issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:</p> <p>The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:</p> <p>x = 0.15</p> <p>a = 0.15</p> <p>b = 0.25</p> <p>c = 0.50</p> <p>d = 0.10</p> <p>"L" is Consumer Price Index for the area of Kempton Park i.e. Witwatersrand.</p> <p>"F" is the Production Price Index for Diesel oil.</p> <p>The base date for the purposes of calculating Contract Price Adjustment (CPA) shall be the month prior to the tender closing date.</p> <p>NOTE: The contract price adjustment factor shall be calculated to six decimal places.</p>
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6.10.1.5	Percentage of advance on materials not yet built into the Permanent Works	<p>The percentage advance on materials not yet built into the Permanent Works is 80% upon proof of ownership.</p> <p>Payment to the Contractor for any materials on site shall only be authorized after proof of ownership by the Contractor has been lodged with the Employer's Agent in the form of receipted invoices or other acceptable documents.</p>
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6.10.3	Retention money	Notwithstanding the provision of a performance guarantee in terms of Clause 6.2.1, interim payments to the Contractors shall be subject to a retention by the Employer of an amount of 10% of the said amounts due to the Contractor. The limit of retention money is 10% of the Contract Price, including allowances for contingencies and Contract Price Adjustment. A guarantee in lieu of retention is permitted.
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10.5.3	Number of Adjudication Board Members	One
10.7.1	Reference to arbitration	Disputes are to be referred for final settlement to arbitration

PART C2: PRICING DATA

C2.1 PRICING ASSUMPTIONS

1. GENERAL

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Specifications (including the Project Specifications) and the Drawings.

2. DESCRIPTION OF ITEMS IN THE SCHEDULE

The Bill of Quantities has been drawn up generally in accordance with the relevant provisions of the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020.

The short descriptions of the items in the Bill of Quantities are for identification purposes only and the measurement and payment clause of the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020. and the Particular Specifications, read together with the relevant clauses of the amendments and additions contained in the Project Specifications and directives on the drawings, set out what ancillary or associated work and activities are included in the rates for the operations specified.

The item numbers appearing in the Bill of Quantities refer to the corresponding item numbers in the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020. Item numbers prefixed by the letter PS refer to items of payment described in Part B Amendments to the Standard Specifications.

For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work as defined in the specifications. Quantity: The number of units of work for each item.

Rate: The payment per unit of measurement at which the Tenderer tenders to do the work. Amount: The product of the quantity and the rate tendered for an item.

Lump Sum: An amount tendered for an item, the extent of which is described in the Bill of Quantities, the specifications or elsewhere, but the quantity of work of which is not measured in any units.

3. QUANTITIES REFLECTED IN THE BILL OF QUANTITIES

The quantities given in the Bill of Quantities are estimates only, and are subject to re-measure during the execution of the work. The quantities finally accepted and certified for payment, and not the quantities given in the Bill of Quantities, shall be used to determine payments to the Contractor. The Contractor shall obtain the Employer's Agent's detailed instructions for all work before ordering any materials or executing work or making arrangements for it. The quantities of material or work stated in the Bill of Quantities shall not be regarded as authorisation for the Contractor to order material or to execute work.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities and in accordance with the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020, the Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste. The validity of the contract will in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.

4. PROVISIONAL SUMS

Where Provisional sums or Prime Cost sums are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with Clause 6.6 of the General Conditions of Contract 2015. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted by the Employer in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless so ordered or authorised in writing by the Employer before closure of tenders. Any unauthorised changes made by the Tenderer to provisional items in the Bill of Quantities, or to the provisional percentages and sums in the Summary of the Bill of Quantities, at the Employer's discretion, may invalidate the Tenderer's offer or may be treated as arithmetical errors and the provisional items and percentages corrected without change to the Contract Sum.

5. PRICING OF THE BILL OF QUANTITIES

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based. The rates and lump sums shall be comprehensive in accordance with Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020.

Each item shall be priced and extended to the "Amount" column by the Tenderer, with the exception of the items for which only rates are required, or items which already have Prime Cost or Provisional Sums affixed thereto. If the Tenderer omits to price any items in the Bill of Quantities, then these items will be considered to have a nil rate or price.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

Should the Tenderer group a number of items together and tender one lump sum for such group of items, this single lump sum shall apply to that group of items and not to each individual item.

The tendered lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract.

The Tenderer shall fill in rates for all items where the words "rate only" appear in the "Amount" column. The provisions of subclause C1.1.3.6 of the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020 shall apply to rate only items. "Rate Only" items have been included where:

- a) an alternative item or material is contemplated;
- b) variations of specified components in the make-up of a pay item may be expected; and
- c) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For "Rate Only" items, no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall, however, note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as imbalanced.

Reasonable compensation will be received where no pay item appears in respect of work required in terms of the Contract which is not covered in any other pay item.

All rates and amounts quoted in the Bill of Quantities shall be in Rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Bill of Quantities. Note that fractions of a cent in all rates shall be omitted.

6. CORRECTION OF ENTRIES

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the Tenderer.

7. INTERIM PAYMENTS

Unless otherwise specified, progress payments in Interim Certificates, referred to in Clause 6.10 of the General Conditions of Contract 2015, in respect of "sum" items in the Bill of Quantities shall be by means of interim progress instalments assessed by the Employer's Agent and based on the measure in which the work actually carried out relates to the extent of the work to be executed by the Contractor.

Notwithstanding any custom to the contrary, the work as executed will be measured for payment in accordance with the methods described in the contract documents under the various items of payment.

Attention is directed to the provisions of Clause C1.1.2 of the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020 regarding the measurement of quantities for payment. Except where specified otherwise, the nett measurements or mass of the finished work in place shall be taken for payment, but any quantity of work in excess of that prescribed shall be excluded.

8. ITEMS SCHEDULED FOR CONSTRUCTION USING LABOUR ENHANCED METHODS

Those parts of the Works to be constructed using labour enhanced methods are numbered with the specific COTO, Draft Standard (DS), October 2020 Specifications items in the Bill of Quantities.

9. UNITS OF MEASUREMENT

The units of measurement described in the Bill of Quantities are metric units. The following abbreviations are used in the Bill of Quantities:

- mm = millimetre
- m = metre
- km = kilometre
- m² = square metre
- ha = hectare
- m³ = cubic metre
- kW = kilowatt
- m³.km = cubic metre kilometre
- l = litre
- kl = kilolitre
- kg = kilogram
- t = ton (1 000 kg)

- No = number
- % = percent
- PC sum = prime cost sum
- MN.m = meganewton metre
- Prov sum= provisional sum
- kPa = kilopascal
- MPa = megapascal
- MN = meganewton
- t.km = ton kilometre
- h = hour
- dia = diameter
- Sum = lump sum

10. CONSISTENCY OF RATES

In order to ensure that payments certified by the Employer's Agent are reasonably consistent with the market value of the work done, and that variations in quantities do not distort the contract valuation, the rates, prices and amounts tendered in the Bill of Quantities are required to be in balance.

A tender will be considered out of balance if:

- (i) the combined, extended total tendered for the item:

C1.3.1 The contractor's general obligations:

- C1.3.1.1 Fixed obligations
- C1.3.1.2 Value-related obligations
- C1.3.1.3 Time-related obligations

exceeds a maximum of 15% of the Contract Sum (excluding contingencies, contract price adjustment and VAT).

- (ii) the rate, price or amount tendered for any other item differs by more than 20 (twenty) percent from the average of the rates, prices or amounts for the same item as tendered by those tenderers who submitted the lowest five responsive tender offers (or as tendered by all the responsive tenderers if there are less than five responsive tenderers).

Any such out of balance tender may be rejected if, after three (3) working days of having been given written notice by the Employer to adjust those rates or lump sums which are unreasonable or out of balance, the Tenderer fails to make the necessary satisfactory adjustments. These adjustments in rectification will be such that increases are balanced by decreases, leaving the tender offer unchanged.

C3: PARTICULAR SPECIFICATIONS

In addition to the Standard Specifications and the Project Specifications, the following Particular Specifications shall apply to this contract and are bound in hereafter:

- PART A: ENVIRONMENTAL MANAGEMENT SPECIFICATION
- PART B: DAYWORK.....
- PART C: OHSA 1993 HEALTH AND SAFETY SPECIFICATION.....
- PART D: EXPANDED PUBLIC WORKS PROGRAMME

**PART A: PARTICULAR SPECIFICATION
ENVIRONMENTAL MANAGEMENT SPECIFICATION**

PART A: ENVIRONMENTAL MANAGEMENT SPECIFICATION

A1. SCOPE

The Employer recognises environmental management as a key component of road infrastructure development and as part of its environmental policy has developed this environmental management specification as a tool for continual improvement in environmental performance.

This environmental management specification prescribes the methods by which proper environmental controls are to be implemented by the Contractor. The duration over which the Contractor's controls shall be in place cover the construction period of the project as well as the limited time after contract completion defined by the General Conditions of Contract 2015 as the Defects Notification Period (maintenance period).

A2. ENVIRONMENTAL MANAGEMENT PLAN

In order to ensure that the construction work is carried out in an environmentally sensitive manner, strict compliance with the Environmental Management Plan (EMP) guidelines is required. The purpose of the EMP is to:

- Encourage good management practices through planning and commitment to environmental issues,
- Provide rational and practical environmental guidelines to:
 - (i) Minimise disturbance of the natural environment,
 - (ii) Prevent pollution of land, air and water,
 - (iii) Prevent soil erosion and facilitate re-vegetation.
- Adopt the best practicable means available to prevent or minimise adverse environmental impact,
- Develop waste management practices based on prevention, minimisation, recycling, treatment or disposal of wastes,
- Train employees and contractors with regard to environmental obligations.

A3. ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS

The Contractor is responsible for the implementation of this EMP to ensure sound environmental management during the construction phase of a project.

The Contractor shall receive and implement any instruction issued by the Employer's Agent relating to compliance with the EMP including the removal of personnel or equipment.

Compliance with the provisions contained herein or any condition imposed by the environmental approvals, shall become the responsibility of the Contractor through an approved Environmental Officer (EO). The Contractor shall nominate a person from among his site personnel to fulfil this function and submit to the Employer's Agent for his approval the curriculum vitae of the proposed EO. This request for approval shall be given, in writing, at least fourteen days before the commencement of any construction activity clearly setting out reasons for the nomination, and with sufficient detail to enable the Employer's Agent to make a decision.

Once a nominated representative of the Contractor has been approved as the EO, the EO shall be the responsible person for ensuring that the provisions of this EMP are complied with for the duration of the contract. The EO shall submit monthly written reports of compliance with the EMP to the Employer's Agent.

In addition to the compliance duties relating to this EMP, the EO shall also provide full cooperation whenever the Contractor is subjected to regular environmental audits.

A4. TRAINING AND INDUCTION OF EMPLOYEES

The Contractor has a responsibility to ensure that all those people involved in the project are aware of and familiar with the environmental requirements for the project (this includes subcontractors and local labour).

The EMP shall be part of the terms of reference for all contractors, subcontractors and suppliers.

A5. COMPLAINTS REGISTER AND ENVIRONMENTAL INCIDENT BOOK

Any complaints received by the project team from the public will be recorded. The complaint should be brought to the attention of the Construction Manager, who will respond.

- The following information must be recorded:
 - Time, date and nature of the complaint,
 - Type of communication (telephone, letter or email),
 - Name, contact address and telephone number of the complainant,
 - Response and investigation undertaken, and
 - Actions taken and by whom.

All complaints received will be investigated and a response given to the complainant within 14 days.

All environmental incidents occurring on the site will be recorded.

The following information will be provided:

- Time, date, location and nature of the incident, and
- Actions taken and by whom.

A6. SITE CLEANLINESS AND NEATNESS

Location of a construction camp is to be approved by the Employer's Agent and is to be restored to its previous condition after completion of construction.

The construction camp should preferably be fenced with a 1,8m Bonnox fence or similar approved.

All materials, equipment, plant and vehicles must be stored within the construction camp.

A dedicated area must be made available for construction staff to change and store their personal belongings.

A7. ACCESS

Access to existing roads, schools, buildings, shops and residential properties must not be impeded during construction.

Access roads utilised by the Contractor must be maintained in good condition.

A8. BORROW PITS

Mining authorisations (permits) for borrow pits must be obtained from the Department of Mineral Resources (DMR) in consultation with the Department of Water and Sanitation (DWS).

Spoil dumps resulting from borrow pits must not interfere with any natural surface drainage.

Borrow pits must be rehabilitated after use in accordance with the requirements of DMR and DWS.

A9. DUST CONTROL / AIR QUALITY

- Dust suppression measures must be implemented during construction by ensuring that all surfaces prone to dust generation are kept damp (e.g. use of water tanker).
- Ensure that vehicles and equipment are in good working condition and that emissions are not excessive.
- Special care must be taken in areas where the route passes close to schools and residential

areas.

- The speed of construction vehicles must be reduced.

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A10. FAUNA

- Contractors' and subcontractors' staff and workers may not chase, catch or kill animals encountered during construction.

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A11. FIRE PREVENTION AND CONTROL

- Smoking is prohibited in the vicinity of flammable substances.
- The Contractor must ensure that fire-fighting equipment is available on site, particularly where flammable substances are being stored or used, and that construction staff are aware of where it is kept and how it is operated.
- Fires started for comfort (warmth) are prohibited, due to the risk of veld fires and risk to adjacent property owners' lands.

A12. GRAVE SITES

- Grave sites in close proximity to the road must not be disturbed during construction.

A13. MATERIALS HANDLING AND SPILLS MANAGEMENT

- Any hazardous materials to be used during construction (e.g. lime, fuel and paint) are to be stored in a designated area at the campsite.
- The storage containers/facilities (including any diesel or petrol tanks) must be placed on an impermeable surface and surrounded by a bund wall, in order to ensure that accidental spillage does not pollute the environment.
- Workers must at all times be made aware of the health and safety risks associated with any hazardous substances used (e.g. smoking near fuel tanks), and must be provided with appropriate protective clothing/equipment in case of spillages or accidents.
- Ensure all staff and contractors undergo relevant training in the maintenance of equipment to prevent the accidental discharge or spill of fuel, oil, lubricants and other chemicals.
- Any spill of potentially hazardous materials must be cleaned up immediately (potentially hazardous materials on site include paint, oil, grease, fuel and turpentine).
- The area of contaminated soil or spill must be deposited into the hazardous waste container(s).
- The Contractor should keep Peat Sorb or a similar absorbent on site to clean up any spills. The absorbent must be stored in a designated area and be available for inspection.
- All spills are to be recorded in the environmental incident book.

A14. NOISE

- Noise generating activities must be restricted to between 07:00 and 17:00 Monday to Friday, unless otherwise approved by the appropriate competent person in consultation with adjacent landowners/affected persons.
- All equipment, vehicles and machinery must be in good working condition and be equipped with sound mufflers if necessary.
- Construction staff must be trained and made aware of not creating unnecessary noise such as hooting and shouting.

A15. POLLUTION CONTROL

- Soil and water pollution through usage of fuel, oil, paint, bitumen or other hazardous substances must be avoided.
- All construction vehicles are to be maintained in good working order so as to prevent soil or water pollution from oil, fuel or other leaks, and to reduce noise pollution.

A16. RIVERS AND STREAMS

- During construction of bridge structures, there must be no obstruction of the water flow of rivers and streams.
- Excavated material must not be stockpiled on or near riverbanks, in order to prevent sedimentation occurring.
- Erosion control measures must be employed both during and after construction.
- No impediments to natural surface water flow, other than approved erosion control measures, must occur.

A17. SAFETY

- Safety measures, such as detour signs, must be implemented during construction to ensure the safety of workers, pedestrians and drivers/passengers in vehicles in the vicinity of construction work.
- Special care must be taken in the vicinity of schools to ensure the safety of children wishing to cross the road under construction.
- The relevant signage (e.g. speed control signs) must be erected alongside the road during the operation phase in order to control traffic.
- Accommodation must be made for pedestrian pathways alongside the road during the construction and operation phases.

A18. SOIL MANAGEMENT

- Storm water drainage pipes must be installed alongside the road in all areas susceptible to soil erosion.
- Erosion should be minimised by the construction of meadow drains and the planting of indigenous vegetation on the side slopes and drains to reduce flow velocity of storm water.
- Spoil from cuts may be used in existing erosion gullies.
- Stone pitching and gabions should be constructed at pipe culvert outlets.
- Accidental spills of contaminants onto the ground e.g. oil, concrete, fuel and chemicals should be removed together with the contaminated soil.
- If necessary, an absorbent such as Peat Sorb should be used to aid in cleaning up the spill. The contaminated soil should be disposed of in an appropriate container, depending on its classification.
- Servicing and refuelling of vehicles must only be carried out at the construction camp.

A19. WORKER CONDUCT

Code of Conduct for Construction Personnel:

- Do not leave the construction site untidy and strewn with rubbish which will attract animal pests.
- Do not set fires.
- Do not cause any unnecessary, disturbing noise at the construction camp/site or at any designated worker collection/drop off points.
- Do not drive a construction-related vehicle under the influence of alcohol.
- Do not exceed the national speed limits on public roads or exceed the recommended speed limits on the site.
- Do not drive a vehicle which is generating excessive noise or gaseous pollution (noisy vehicles must be reported and repaired as soon as possible).
- Do not litter along the roadsides, including both the public and private roads.
- Do not pollute any water bodies (whether flowing or not).
- No member of the construction team is allowed to enter the areas outside the construction site.

A20. TRAFFIC DISTURBANCES AND DIVERSIONS

- Any traffic diversions must be undertaken with the approval of all relevant authorities and in accordance with all relevant legislation.
- Wherever possible, traffic diversion must only take place on existing disturbed areas and remain within the existing road reserve.
- Traffic diversion routes must be rehabilitated after use.

A21. VEGETATION

- Only vegetation falling directly on the route must be removed where necessary.
- Alien vegetation within the road reserve must be eradicated, and management measures must be implemented for future control of these species.
- Vegetation that has been removed from large areas (e.g. on traffic diversion routes) during construction must be replaced with indigenous vegetation after construction has been completed.

A22. WASTE MANAGEMENT

- All general, non-hazardous waste must be placed in a skip container and disposed of at a registered waste disposal site.
- The Contractor is to ensure that the portable toilet facilities at the campsite are properly maintained and in working order.
- No disposal, or leakage, of sewage must occur on or near the site.
- All hazardous waste (e.g. oil, paint, empty lime bags, and contaminated wash water) must be stored in leakproof containers and disposed of at a registered hazardous waste disposal site.
- The contents of waste storage containers must, under no circumstances, be emptied to the surrounding area. In general, littering, discarding or burying of any materials is not allowed on site or along the route.
- Adequate waste receptacles must be available at strategic points around the construction camp and site for all domestic refuse and to minimise the occurrence of littering.

- Concrete rubble must be collected and disposed of as directed by the Employer's Agent.
- Each working area must be cleared of litter and building waste (e.g. rubble, wood and concrete packets) on completion of the day's work.
- Any spill around the container(s) should be treated as per clause C13 and C18.

A23. MEASUREMENT AND PAYMENT

- The contractor shall make provision in the various rates and prices for all costs related to the environmental management specification and measures required in terms of legislation. Provision is made in item B13.02 of the Bill of Quantities for the contractor's general obligations, risks and liabilities in accordance with the environmental management specification.

PARTICULAR SPECIFICATIONS
PART B: DAYWORK

PART B: DAYWORK

B1. SCOPE

This part deals with the provision for daywork in the Bill of Quantities. Rates for daywork shall be entered in the Bill of Quantities in accordance with the following specifications.

B2. DAYWORK RATES

According to Clause 6.5 of the General Conditions of Contract 2015, certain work may be carried out using rates tendered in the daywork schedule. A schedule of personnel, construction equipment and vehicles which may be required to perform work on a daywork basis is included in the Bill of Quantities. The quantities used in the Bill of Quantities are for tender evaluation purposes only and the use or not of these items shall not constitute a variation in terms of Clause 6.3 of the General Conditions of Contract 2015.

No work will be paid for as daywork without the written instruction or approval of the Employer's Agent.

B3. TYPE OF WORK

The Employer's Agent may order daywork in certain cases where it is necessary to vary or to extend the works due to new or unforeseen circumstances to such an extent that the tendered rates for specific items of work are no longer applicable, or where no suitable combination of tendered rates can be used to pay for such work.

As a general rule, applicable rates for additional work items will be agreed between the Contractor and the Employer's Agent. Daywork will only be used in exceptional circumstances.

B4. MATERIALS

Materials for use in works carried out under daywork shall be purchased by the Contractor who shall also arrange for delivery to site and shall be responsible for any other requirements associated with specific materials. A Provisional Sum has been allowed in Section D of the Bill of Quantities for daywork materials. The Contractor shall enter a tendered percentage in the Bill of Quantities to cover his handling costs and profit, as per other provisional and prime cost sums in this Contract.

Materials shall be paid for using the method described in C2.1, 'Pricing Assumptions'. No contract price adjustment will be applicable to materials.

The Contractor shall submit proof of ownership for any materials used in daywork with his daywork claim to the Employer's Agent. Further, if specific materials are required for daywork, quotations will be called for as per Clause 6.5.2 of the General Conditions of Contract 2015.

B5. CONSTRUCTION EQUIPMENT

Where daywork is ordered, the tendered rates for construction equipment in Section D of the Bill of Quantities shall be used in calculating the payment due for any construction equipment required to execute the daywork. If no rate is included in the Bill of Quantities for a particular item of construction equipment, and where no other rate or combination of rates would provide suitable compensation, then the daywork method of payment described in Clause 6.5.1.3 of the General Conditions of Contract 2015 will be used.

The tendered rates for each item of construction equipment shall include for all operating costs associated with the said item of construction equipment. Such costs are deemed to include fuel, re-fuelling costs, lubrication and routine servicing / maintenance, breakdowns and spares, all overhead costs, site management costs and administration costs. The tendered rates shall also include the construction equipment operator and the general supervision of the construction equipment while it is engaged in the daywork.

B6. SALARIES AND WAGES OF WORKMEN

The salaries and wages of workmen executing daywork shall be paid for using the tendered rates in the Bill of Quantities. The tendered rates shall include for all costs associated with the employment of personnel, including salaries, wages, allowances, workmen's compensation, medical aid and pension contributions, government levies and taxes, training costs and any costs associated with living on the site. The tendered rates shall also include for the transportation of the workmen to the site of the daywork.

All overhead costs, administration costs, site management costs and the Contractor's profit are deemed to be covered by the daywork rates and no additions or mark ups will be made to the tendered rates.

The tendered rates shall also include any hand tools normally associated with the workmen's job description e.g. picks, shovels, hammers, saws and spirit levels. The tendered rate for labourers shall also include for the casual supervision by a gang leader or foreman. Only when specifically called for by the Employer's Agent, will payment be made for the use of a gang leader or foreman supervising on a continuous basis.

B7. MEASUREMENT AND PAYMENT

The following principles shall also apply to the measurement and payment of daywork.

The Contractor's attention is drawn to the requirements of Clauses 6.5.3 and 6.5.4 of the General Conditions of Contract 2015 with regard to the submission of lists and statements of personnel, materials and construction equipment used for daywork.

PARTICULAR SPECIFICATIONS

PART C: OHSA 1993 HEALTH AND SAFETY SPECIFICATION

PART C: OHSA 1993 HEALTH AND SAFETY SPECIFICATION

C1. SCOPE

- This part covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy working environment for all employees, subcontractors, the Employer, the Employer's Agent, inspectors and all other persons entering the site of works.
- This specification shall be read in conjunction with the Occupational Health and Safety Act, 1993 (Act No 85 of 1993 and amendment Act No 181 of 1993) and the corresponding Construction Regulations 2014, and all other safety codes and specifications referred to in the said Act and Construction Regulations.
- In terms of the OHSA Agreement in Section C1.4 of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible for compliance with all provisions of OHSA 1993 and the Construction Regulations 2014.
- This specification and the Contractor's own Health and Safety Plan as well as the Construction Regulations 2014, shall be displayed on site or made available for inspection by inspectors, the Employer, the Employer's Agent, the Construction Health and Safety Agent, subcontractors, employees, representatives of trade unions and any other persons entering the site of works.

C2. DEFINITIONS

- For the purpose of this contract the following shall apply:
 - C2.1 **"Construction Health and Safety Agent"** (CHSA) means any competent person who acts as a representative for the Employer in managing health and safety on a construction project for the Employer and who has satisfied the registration criteria of the SACPCMP to perform the required functions.
 - C2.2 **"Contractor"** where used in the contract documents and in this specification, means the Contractor as defined in the General Conditions of Contract 2015, and it shall have the exact same meaning as **"principal contractor"** as defined in the Construction Regulations 2014. **"Contractor"** and **"principal contractor"** are therefore interchangeable and shall be read in the context of the relevant document.
 - In this specification the terms **"principal contractor"** and **"contractor"** are replaced with **"Contractor"** and **"subcontractor"** respectively.
 - For the purpose of this contract the Contractor will, in terms of OHSA 1993, be the mandatory, without derogating from his status as an employer in his own right.
 - C2.3 **"Employer"** where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract 2015 and it shall have the exact same meaning as **"client"** as defined in the Construction Regulations 2014. **"Employer"** and **"client"** are therefore interchangeable and shall be read in the context of the relevant document.
 - C2.4 **"Employer's Agent"** where used in this specification, means the Employer's Agent as defined in the General Conditions of Contract 2015.
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C3. EMPLOYER'S BASELINE RISK ASSESSMENT

C3.1 Risk information

- The information presented in this clause is based on the Employer's baseline risk assessment prepared specifically for this contract.
- This information describes the type of work required in terms of this contract that will be accompanied by dangers, hazards and risks which the Contractor shall be required to identify, analyse, manage, monitor and review in terms of the Health and Safety Plan and risk assessments.
- This information is neither prescriptive nor exhaustive, and is provided as a guideline to Tenderers in preparing their tender submissions, and to the successful Contractor as a basis for the preparation of the site-specific risk assessments to be performed by the Contractor in terms of Construction Regulation 9.
- Tenderers shall make their own assessment of the dangers, hazards and risks that can be expected during the course of this contract, which may include dangers, hazards and risks not identified in the baseline risk assessment, including those that may arise from specific methods of construction employed by the Contractor, and shall make due allowance in their tendered rates and prices for all costs related to complying with the provisions of the Act and Construction Regulations.
- This information is given in good faith for the guidance of Tenderers, and no additional payment shall be made as a result of any inaccuracies, discrepancies or omissions contained therein.

C3.2 Guidelines for construction and maintenance projects under Covid-19 Lockdown

- The Employer has prepared guidelines which set out the key principles and minimum requirements that define responsible, healthy and safe operations for road construction operations under COVID-19 Lockdown conditions, for the Contractor to comply with. In addition, the Contractor shall comply with any new COVID-19 Regulations issued by Government. The guidelines have been included as Annexure A at the end of this Project Document.

C4. APPLICATION FOR CONSTRUCTION WORK PERMIT

- Where the contract meets the requirements of Construction Regulation 3, the Employer must at least 30 days before commencement of the work and in accordance with the requirements of Construction Regulation 3, apply to the Provincial Director of the Department of Labour in writing for a construction work permit to perform construction work. The Employer's application must be done in a form similar to Annexure 1 of the Construction Regulations, and submitted with the required documentation, some of which the Contractor shall provide as stated in the Contract Data.
- A copy of the construction work permit must be kept on site in the occupational health and safety file, available for inspection by inspectors, the Employer, the Employer's Agent, the Construction Health and Safety Agent, subcontractors, employees, representative trade unions and any other persons on the site. The Provincial Director will assign a site-specific number for each construction site, which must be conspicuously displayed at the main entrance to the site.

C5. NOTIFICATION OF CONSTRUCTION WORK

- Where the contract meets the requirements of Construction Regulation 4, the Contractor shall, before commencement of the work and in accordance with the requirements of Construction Regulation 4, notify the Provincial Director of the Department of Labour of the intention to carry out the construction work, using the pro forma form included as Annexure 2 to this Health and Safety Specification.
 - A copy of the notification form must be kept on site, available for inspection by inspectors, the Employer, the Employer's Agent, the Construction Health and Safety Agent, subcontractors,
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employees, representative trade unions and any other persons on the site. A copy of the notification form shall also be kept on the health and safety file, and a further copy shall be forwarded to the Employer for his records.

C6. HEALTH AND SAFETY PLAN

- Before commencement of any construction work, the Contractor shall prepare a project specific Health and Safety Plan complying with the requirements of Construction Regulation 7(1)(a) and this Health and Safety Specification.
- The Health and Safety Plan must include a risk assessment performed and recorded in writing by a competent person as required in terms of Construction Regulation 9. The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan and applicable safe work procedures to mitigate, reduce or control the risks and hazards identified.
- The Health and Safety Plan shall be available on site for inspection by inspectors, the Employer, the Employer's Agent, subcontractors, employees, representative trade unions, and health and safety representatives and committee members, and must be monitored and reviewed periodically by the Contractor.

C7. APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS

C7.1 Appointments

- The Contractor shall appoint in writing all employees.
- The Contractor shall appoint in writing all subcontractors, and such appointments shall be in compliance with the requirements of Construction Regulation 7.

C7.2 Health and safety induction training

- No person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the site.
- The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo health and safety induction training by a competent person before commencement of construction work in compliance with Construction Regulations 7(5) and 9(3) and (4).
- The Contractor shall ensure that all visitors to the construction site undergo health and safety induction and are provided with the necessary personal protective equipment in compliance with Construction Regulation 7(6).

C7.3 Medical certificate of fitness

- The Contractor shall ensure that every employee, including subcontractors and their employees, has a valid medical certificate of fitness issued in compliance with Construction Regulation 7(1)(g) or 7(8) as applicable.

C8. APPOINTMENT OF SAFETY PERSONNEL

C8.1 Construction manager

- Refer to Construction Regulation 8(1), (2), (3) and (4).
 - The Contractor shall appoint a full-time **Construction Manager** with the duty of managing all the construction work on the site, including the duty of ensuring occupational health and safety
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compliance.

- The Contractor may also have to appoint one or more **assistant construction managers** to assist the Construction Manager where justified by the scope and complexity of the works.

C8.2 Construction health and safety officer

- Refer to Construction Regulation 8(5) and (6).
- Taking into consideration the size of the project and the dangers, hazards or risks that can be expected, the Contractor shall appoint in writing a full-time or part-time **construction health and safety officer** to assist in the control of all health and safety related aspects on the site. The construction health and safety officer shall be registered as required by the Chief Inspector of the Department of Labour and shall have the necessary competencies and resources to assist the Contractor.

C8.3 Construction supervisor

- Refer to Construction Regulation 8(7), (8), (9) and (10).
- The Contractor shall appoint a **construction supervisor** responsible for construction activities and ensuring occupational health and safety compliance on the construction site.
- The Contractor may also have to appoint one or more competent employees to assist the construction supervisor where justified by the scope and complexity of the works.

C8.4 Health and safety representatives

- In terms of Sections 17 and 18 of the Act (OHSA 1993) the Contractor, being the employer in terms of the Act for the execution of the contract, shall appoint a **health and safety representative** whenever he has more than 20 employees in his employment on the site of the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.
- The number of health and safety representatives for a workplace shall be at least one for every 50 employees.
- The function of health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery, etc. on a regular basis, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

C8.5 Health and safety committee

- In terms of Section 19 of the Act (OHSA 1993), the Contractor (as employer) shall establish one or more **health and safety committees** where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.
 - The function of the health and safety committee shall be to hold meetings at regular intervals but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.
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C8.6 Competent persons

- The Contractor shall appoint in writing designated competent employees and/or other competent persons as required by the Act and Regulations. Such appointments shall be in accordance with the relevant applicable sections of the Act and Regulations as determined by the requirements of the contract.
- A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work in all the work situations for which he has been appointed.
- The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities for compliance with **all** requirements of the Construction Regulations.

C9. RECORDS AND REGISTERS

- The Contractor shall keep records and registers related to health and safety on site as required by the relevant applicable sections of the Act and Regulations as determined by the requirements of the contract. Such records and registers shall be available for periodic inspection by inspectors, the Employer, the Employer's Agent, the Construction Health and Safety Agent, subcontractors, employees and representatives of trade unions.

C10. CONTRACTOR'S RESPONSIBILITIES

- For this contract the Contractor will be the mandatary of the Employer (Client), as defined in the Act (OHSA 1993), which means that the Contractor has the status of employer in his own right in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHSA 1993) and the Construction Regulations 2014.
- Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) in terms of C1.4 'Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993', to confirm his status as mandatary (employer) for the contract under consideration.

The Contractor is advised in his own interest to make a careful study of the Act and the Construction Regulations, as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations.

C11. MEASUREMENT AND PAYMENT

- It is a condition of this contract that contractors who submit tenders for this contract shall make provision in their various tendered rates and prices for all costs related to the health and safety measures required in terms of the Act and Regulations during the construction process.

(a) Health and safety plan

- The Contractor shall assess the risks associated with the Works when preparing the health and safety plan. In addition, the Contractor shall implement the health and safety plan, including the provision of a dedicated, full time health and safety officer, carrying out all the required site health and safety training and briefings, staff medical evaluations, monitoring and administering the health and safety plan and for supplying all transport, personal protection safety items, other health and safety equipment, safety notices and any other health and safety related items that are required on site. Provision is made for the costs of preparing and implementing the health and safety plan in item C1.2.5.1 of the Bill of Quantities.

(b) Safety appointments

- No separate additional payment will be made to cover the costs related to persons appointed as required in terms of the Act and Regulations to fulfil the various health and safety functions. Such persons include the Construction Manager, any assistant construction managers, the construction health and safety officer, the construction supervisor, any assistant construction supervisors, health and safety representatives, health and safety committee members and competent persons, all as referred to in subclauses E8.1 to E8.6 above. The Contractor shall therefore make provision in the various tendered rates and prices for all costs related to such persons, and for which no separate additional payment will be made except to the extent provided in item C1.2.5.1 of the Bill of Quantities.

(c) Records and registers

- The keeping of records and registers related to health and safety on site as described in clause E9 above shall be regarded as a normal duty of the Contractor for which payment shall be deemed to be included in the Contractor's various tendered rates and prices, and for which no separate additional payment will be made except to the extent provided in item C1.2.5.1 of the Bill of Quantities.

(d) Medical certificates

- No separate additional payment will be made to cover the costs related to obtaining the medical certificates of fitness required for every employee, including subcontractors and their employees, issued in compliance with Construction Regulation 7(1)(g) or 7(8) as applicable. The Contractor shall therefore make provision in the various tendered rates and prices for all costs related to such medical certificates, and for which no separate additional payment will be made except to the extent provided in item C1.2.5.1 of the Bill of Quantities.
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PARTICULAR SPECIFICATIONS
PART D: EXPANDED PUBLIC WORKS PROGRAMME

PART D: EXPANDED PUBLIC WORKS PROGRAMME

D1. SCOPE

This part provides the specifications with regard to the following:

- (a) The Expanded Public Works Programme (EPWP); and
- (b) The National Youth Service (NYS) programme, which is a government programme implemented by the National Department of Public Works forming part of the Expanded Public Works Programme (EPWP).

The Contractor shall be required to participate in job creation (employment of local labour) by executing various portions of the Works using local labour (unskilled or semi-skilled), recruited from the local community, who are South African Citizens. Such local labour shall be the targeted participants in the EPWP

Furthermore, in order to avoid duplication of training facilities, the provision of training facilities for all structured training, including for the structured training described in Part G: Small Contractor Development (in those instances where Part G is included in the contract), shall be measured and paid for in terms of the pay items provided in this Part F.

D2. EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

D2.1 Labour-intensive construction, supervision and management for the Expanded Public Works Programme (EPWP)

The Expanded Public Works Programme (EPWP) is a multi-sectoral government initiative to create jobs. In the case of the infrastructure sector, existing government expenditure is realigned using labour-intensive technologies to create job opportunities. This involves the use of both labour and construction equipment, where labour is preferred and construction equipment is used appropriately.

All work undertaken in terms of the Expanded Public Works Programme (EPWP) shall be implemented using labour-intensive construction methods to the extent economically feasible, in accordance with the "Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP).

The aforementioned guidelines can be downloaded from the EPWP website of the Department of Public Works (<http://www.epwp.gov.za/>).

Items scheduled for labour-intensive construction are marked with the letters "LI" in the bill of quantities in the manner described in C2.1 Pricing Assumptions.

Contractors shall note that they shall employ in labour-intensive works only the following supervisory and management staff that have completed the required Skills Programme in terms of Appendix C of the aforementioned guidelines:

- (a) Foremen / Supervisors at NQF level 4 "National Certificate: Supervision of Civil Engineering Construction Processes";
- (b) Site Agent / Construction Manager at NQF level 5 "Manage Labour-Intensive Construction Processes" or equivalent Quality Council for Trades and Occupations (QCTO) qualifications at NQF level 5 or 7.

(c)

- In addition to their normal supervisory and management functions, the aforementioned supervisory and management staff shall also be responsible for setting the workers' daily tasks in accordance with labour-intensive construction principles, and for ensuring that the EPWP job creation reporting data is accurately recorded on a daily basis and compiled and submitted to the Employer each month

▪ **D2.2 Labour laws applicable to the Expanded Public Works Programme (EPWP)**

The work to be undertaken on this contract by unskilled or semi-skilled workers under the Expanded Public Works Programme (EPWP) shall be implemented in accordance with:

- (a) the Code of Good Practice for Employment and Conditions of Work for Expanded Public Works Programmes (EPWP), issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. 129 of 18 February 2011 (Government Gazette No. 34032 of 18 February 2011); and
 - (b) Ministerial Determination 4: Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. R347 of 4 May 2012.
- The aforementioned Government Notice No. R347 contains the standard terms and conditions for workers employed in elementary occupations on an Expanded Public Works Programme (EPWP). These terms and conditions do not apply to persons employed in the supervision and management of an Expanded Public Works Programme (EPWP).
 - The above documents can be downloaded from the EPWP website of the Department of Public Works (<http://www.epwp.gov.za/>).

D2.3 Persons to be employed under the Expanded Public Works Programme (EPWP)

All local labour required for the execution of labour-intensive works shall be engaged strictly in accordance with prevailing legislation.

The Contractor shall, through the Project Steering Committee (PSC) and with the assistance of the Community Liaison Officer (CLO), inform the local community of the labour-intensive works proposed and the employment opportunities thereby presented.

The Contractor shall endeavour to ensure that the number of temporary jobs using local labour (unskilled or semi-skilled), recruited from the local community, who are South African Citizens shall include for a minimum allocation of:

- 60% women;
- 55% youth who are between the ages of 18 and 35; and
- 2% persons with disabilities.

All labour recruitment, employment and associated risks shall remain the sole responsibility of the contractor

The contractor shall comply with the minimum supervisor to worker ratio stated below, required to ensure the effective supervision of the labor-intensive works for all LI activities undertaken on this project:

Minimum supervisor to worker ratio = 1:10

D2.4 Contract of employment with persons employed under the Expanded Public Works Programme (EPWP)

The Contractor shall enter into a formal contract of employment with each person employed under the Expanded Public Works Programme (EPWP), using the pro forma contract of employment to be provided

D2.5 Employment of targeted labour under the Expanded Public Works Programme (EPWP)

The Contractor shall be contractually obliged to:

- brief EPWP workers on the conditions of employment;
- enter into a formal contract of employment with each EPWP worker, which contract will form part of the Employment Agreement;
- keep personnel files for all EPWP workers and make copies available to the Employer if and when requested; and
- ensure that payments to EPWP workers are made in accordance with Government Notice No. R347.

The rate of pay for persons employed under the Expanded Public Works Programme (EPWP) shall be the gazetted rate:

- per task (for task-rated workers); or
- per day (for time-rated workers).

During those periods when an EPWP worker is engaged in formal classroom training (other than in-service training), the rate of pay shall be equal to the minimum wage rate as set by the municipality.

D2.6 Training of persons employed under the Expanded Public Works Programme (EPWP)

The training of persons employed under the Expanded Public Works Programme (EPWP) is described in clause F4 below.

D2.7 Contractor's obligations towards persons employed under the Expanded Public Works Programme (EPWP)

Over and above implementing in accordance with Government Notice Nos. 129 and R347 the EPWP work to be undertaken on this contract, it shall be the responsibility of the Contractor to carry out the following functions with respect to the EPWP workers:

- (a) ensure that all participants are covered by the Compensation for Occupational Injuries and Diseases Act, 1993, for as long as they are contracted to the Contractor, and pay in full to the Compensation Commissioner such amounts as are due in terms of the Act;
- (b) pay in full to the Unemployment Insurance Fund for all participants such UIF contribution amounts as are due in terms of the Unemployment Insurance Act, 2001, as amended, and the Unemployment Insurance Contributions Act, 2002, as amended, and provide proof of

such UIF payments upon request;

- (c) ensure that all participants are paid their wages on time through the pre-agreed payment method as stipulated in the participant contract of employment;
- (d) implement health and safety procedures with respect to the participants, ensuring that the health and safety regulations are adhered to;
- (e) ensure that all participants receive induction on site safety prior to commencing with work on site;
- (f) provide all participants with the necessary protective clothing and equipment as required by law for the specific tasks in which the participants are involved, in addition to the branded overalls stipulated for EPWP workers;
- (g) provide safe on-site storage facilities for apparel and tools issued to the participants;
- (h) assist in the assessment of participants with regard to their competencies;
- (i) provide overall supervision and day-to-day management of participants; and
- (j) implement strict quality control to ensure that the work carried out by the participants is of the required standard, and, where necessary, to train and mentor the participants to assist them in achieving the standards required.

D2.8 Apparel and tools for persons employed under the Expanded Public Works Programme (EPWP)

The Contractor shall provide Personal Protective Equipment (PPE) to all EPWP workers in accordance with the requirements arising from Part E: OHSA 1993 Health and Safety Specification and the Contractor's site- specific health and safety plan and accompanying risk assessments.

Where indicated below, certain items of the PPE issued by the Contractor to the EPWP workers shall include branded EPWP markings in accordance with the attached branding requirements.

PPE shall comprise the following:

- (a) Compulsory PPE issued to all EPWP workers for use during general work activities:
 - (i) Protective overalls (two sets), blue/Navy in colour, with EPWP branding;
 - (ii) Lime green reflective safety vest with EPWP branding;
 - (iii) Protective footwear; and
 - (iv) Protective gloves.
- (b) PPE issued to EPWP workers for specific activities where required in terms of the Contractor's site- specific health and safety plan and accompanying risk assessments, such as:
 - (i) Protective headwear, with EPWP branding;
 - (ii) Protective eyewear such as spectacles and goggles;
 - (iii) Protective face shields;
 - (iv) Protective earplugs and earmuffs;
 - (v) Respiratory masks;

- (vi) Disposable safety apparel;
- (vii) Kidney belts;
- (viii) Safety harnesses; and
- (ix) Any other protective equipment identified.

The Contractor shall replace any item of issued PPE that becomes unserviceable.

The Contractor shall not charge any fee to the EPWP workers for the prescribed PPE issued except under the following circumstances:

- (i) where the employee requests the issue of additional PPE in excess of what is prescribed;
- (ii) where the employee has patently abused or neglected the issued PPE leading to early failure; or
- (iii) where the employee has lost the issued PPE.

The Contractor shall instruct and train the EPWP workers in the use of all PPE issued, and shall ensure that they use the prescribed equipment.

EPWP workers shall not have the right to refuse to use or wear the equipment prescribed by the Contractor. If it is not possible for an EPWP worker, through health or any other reason, to use or wear the prescribed PPE issued, such employee shall not be allowed to continue working under the hazardous conditions for which the equipment was prescribed. Under such circumstances an alternative solution shall be found, and this may include relocating or discharging the employee.

The Contractor shall provide each EPWP worker with hand tools of adequate quality and of the type required to carry out the assigned tasks safely and efficiently.

The Contractor shall instruct and train the EPWP workers in the safe and efficient use of all hand tools issued.

The Contractor shall maintain the issued tools in a serviceable and safe working condition.

The EPWP workers shall be responsible for the safe on-site storage of all PPE and tools issued to them, using the storage facilities provided on site by the Contractor.

No separate payment shall be made for providing the EPWP workers with PPE, or for providing relevant items of PPE in the specified colours with branded EPWP markings. Furthermore, no separate payment shall be made for providing the EPWP workers with hand tools or for providing them with safe storage facilities on site for PPE and tools. The Contractor shall therefore make provision for all costs related to providing the PPE, tools and safe storage facilities in the tendered rates and prices for the various items of work scheduled throughout the bill of quantities.

D2.9 EPWP contract signboard

The Contractor will be required to erect a contract signboard displaying the EPWP logo, indicating that this project is part of the Expanded Public Works Programme (EPWP). Provision for the costs related to the provision, erection and subsequent removal of the contract signboard is made

in pay item provided in bill of quantities.

D10 Payment matters relating to EPWP

D10.1 General

No separate pay items shall be provided in terms of Part F of the bill of quantities for the construction work activities carried out by EPWP participants. Payment for such work activities shall be made only indirectly, in terms of the pay items scheduled for the work activities in which such persons are engaged.

Furthermore, no direct payment will be made to cover the Contractor's costs associated with implementing the on-site work programme for the EPWP participants, for planning, organising, directing, controlling and administering their day to day activities, including the setting of daily tasks, record keeping and any on-site liaison, training and mentoring required, and for the associated job creation reporting, and such costs shall therefore be built into the rates tendered for the various items of work scheduled throughout the bill of quantities.

D10.2 Payment for labour-intensive components of the work

Payment will be made for items which are designated for labour-intensive construction in the bill of quantities only in those instances where such items are constructed using labour-intensive methods.

Any unauthorized use of construction equipment to carry out work which was scheduled to be carried out using labour-intensive methods will not be condoned and any Works so constructed will not be certified for payment. Any non-payment for such Works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

During the course of construction, as a result of unforeseen site conditions or operating conditions encountered, it may happen that an item designated for labour-intensive construction can no longer be carried out in a safe and economically feasible manner, either in full or in part, using labour-intensive methods. In such instances the Employer's Agent shall, where necessary, order a variation in terms of clause 6.3 of the of the General Conditions of Contract 2015 with respect to that portion of the item quantity that cannot be carried out using labour-intensive methods.

D11 Penalty applicable to any shortfall in the local labour content achieved

The amount spent on wages for local labour (excluding VAT) for this project, as certified by the Employer's Agent, shall equal or exceed the specified minimum percentage of the contract amount which is the Contract Price (adjusted to exclude penalties and value added tax).

The Contractor is obliged to commit to or exceed the specified minimum percentage of local labour content stated in section C1.2.2 Data Provided by the Employer.

In the event that the Contractor fails to substantiate that any failure to achieve the minimum required local labour content for this project is due to quantitative underruns, the elimination of items contracted to local labour, or any other reason beyond the Contractor's control which may be acceptable to the Employer, the Contractor shall be liable for a financial penalty as prescribed in clause SCC 4.1.1 of section C1.2.1.2 Special Conditions of Contract.

The financial penalty shall be calculated as follows:

$$P = 0,05 \times [(E - E_o)/100] \times C_A$$

where:

E is the specified minimum percentage for local labour content

E_o is the local labour content percentage which the Employer's Agent certifies as being achieved upon completion of the contract

C_A is the contract amount which is the Contract Price (adjusted to exclude penalties and value added tax)

P is the monetary value of penalty payable

The penalty shall not apply to shortfalls in the allocations to the individual target groups (i.e., Women/Youth/Disabled as per clause F1.3 above), only to shortfalls in the total local labour content achieved.

The evaluation of the Contractor's achievement of the local labour content percentage shall be undertaken monthly by the Employer's Agent, based on the accumulative achievements in comparison to the programmed utilisation of local labour, as a means of monitoring the Contractor's performance in achieving the Contract Participation Goal.

Failure by the Contractor to achieve the Contract Participation Goal target by the time of Practical Completion, shall result in the financial penalty being applied as prescribed in this clause. The Employer's Agent shall make a final determination of the Contractor's achievement of the Contract Participation Goal based on the value of the Final Payment Certificate.

BILL OF QUANTITIES

{They are in a separate document}

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

MBD 3.1
PRICING SCHEDULE
(Professional Services)

Name of Bidder:..... Bid Number:

Closing Time: Closing Date

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF VALUE ADDED TAX	
1.	The accompanying information must be used for the formulation of proposals.		
2.	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of VAT for the project.	R	
3.	PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)		
4.	PERSON AND POSITION	HOURLY RATE	DAILY RATE
	-----	R-----	-----
	-----	R-----	-----
	-----	R-----	-----
	-----	R-----	-----
	-----	R-----	-----
5.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT		
	-----	R-----	----- days
	-----	R-----	----- days
	-----	R-----	----- days
	-----	R-----	----- days

5.1 Travel expenses (specify, for example rate/km and total km, class

of air travel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....
TOTAL:			
R.....			

- 5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....
TOTAL: R.....			

6. Period required for commencement with project after Acceptance of bid
.....

7. Estimated man-days for completion of project
.....

8. Are the rates quoted firm for the full period of contract?
.....

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
.....
.....
.....
.....

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....	Bid number.....
Closing Time	Closing Date

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
-------------	----------	-------------	--

- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- Delivery: *Firm/Not firm

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON-FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V) Pt	=	85% of the original bid price. Note that Pt must always be the original bid price and not an escalated price.
D1, D2..	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name:.....

3.2 Identity Number:.....

3.3 Company Registration Number:

3.4 Tax Reference Number:.....

3.5 VAT Registration Number:.....

3.6 Are you presently in the service of the state* YES / NO

3.6.1 If so, furnish particulars.

.....

.....

3.7 Have you been in the service of the state for the past twelve months? YES / NO

3.7.1 If so, furnish particulars.

* MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

3.8 Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

3.8.1 If so, furnish particulars.

.....
.....

3.9 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

YES / NO

3.9.1 If so, furnish particulars

.....
.....

3.9 Are any of the company's directors, managers, principal Shareholders or stakeholders in service of the state?

YES / NO

3.10.1 If so, furnish particulars.

.....
.....

3.11 Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state?

YES / NO

3.11.1 If so, furnish particulars.

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1 Are you by law required to prepare annual financial statements for auditing?

***YES / NO**

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

***YES / NO**

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

.....

* Delete if not applicable

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material noncompliance or dispute concerning the execution of such contract?

***YES / NO**

3.1 If yes, furnish particulars

.....

4. Will any portion of goods or services be sourced from outside *YES / NO
the Republic, and, if so, what portion and whether any portion
of payment from the municipality / municipal entity is expected to be

***YES / NO**

transferred out of the Republic?

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

**I, THE UNDERSIGNED (NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.
I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE
FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

MBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

The applicable preference point system for this tender is the **80/20** preference point system.

Either the 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	
Youth	10
Women	10
Total points for Price and SPECIFIC GOALS	100

NB. Points be awarded to a bidder upon submitting proof of attainment of specific goals

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

“**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

- (a) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (b) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (c) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (d) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAR FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \text{ or } P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \quad 33$$

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Youth		10		
Women		10		
Price		80		

Points be awarded to a bidder upon submitting proof of attainment of

specific goals.
1 Full CSD Report
2 Annexure D (Company Information)

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) **King Sabata Dalindyebo Municipality** in accordance with the requirements and specifications stipulated in bid number **030/2023-24** at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE:

CONTRACT FORM - PURCHASE OF GOODS/WORKS**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I.....in my capacity as..... accept your bid under reference numberdated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	<u>BRAND</u>	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorized to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? <u>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied).</u> <u>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</u>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <u>he Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</u>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

6. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices;
- (b) geographical area where product or service will be rendered (market allocation)
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid;
or
- (f) bidding with the intention not to win the bid.

7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

8. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

ANNEXURE A.1
PAST EXPERIENCE WITH OTHER INSTITUTIONS

Bidders must furnish hereunder details of similar work/service, which they have satisfactorily completed in the past. The information shall include a description of the Work, the Contract value, name of Employer and Employer's contact details.

EMPLOYER	NATURE OF WORK	VALUE OF WORK	DURATION AND COMPLETION DATE	EMPLOYER CONTACT NO.

.....
DATE

.....
SIGNATURE OF BIDDER

ANNEXURE A.2
PAST EXPERIENCE WITH KING SABATA DALINDYEBO MUNICIPALITY

Bidders must furnish hereunder details of similar work/service, which they have satisfactorily completed in the past. The information shall include a description of the Work and the Contract value.

PREVIOUS AND/OR CURRENT PROJECTS UNDERTAKEN FOR KING SABATA DALINDYEBO MUNICIPALITY			
PROJECT NAME	AWARDED AMOUNT	CONTRACT START DATE	ANTICIPATED / ACTUAL COMPLETION DATE

.....
DATE

.....
SIGNATURE OF BIDDER

**ANNEXURE B
COMPANY DETAILS**

The following company details schedule must be completed to ensure that the prerequisite requirements to bidding are met. Also attach the copy of the company registration certificate in order to qualify for bidding.

Registered Company Name:

.....

Company Registration Number:

VAT Number:

Bank Name and Branch:

Bank Account Number:

Professional Registration Details:

.....

.....

.....

.....

Professional Indemnity Details:

.....

.....

ANNEXURE C
JOINT VENTURE DISCLOSURE FORM

GENERAL

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
 - a) the contributions of capital and equipment
 - b) work items to be performed by the Affirmable Joint Venture Partner's own forces
 - c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv) ABE partners must complete ABE Declaration Affidavits.
- v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- vi) Should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.
- vii) A joint venture that is awarded a contract with KING SABATA DALINDYEBO MUNICIPALITY must be registered as a separate company with the Registrar of Businesses.
- viii) The joint venture must be registered with South African Revenue Services.
- ix) A separate bank account must be in place for the joint venture.

1. JOINT VENTURE PARTICULARS

- a) Name.....
- b) Postal address.....
.....
.....

c) Physical address
.....
.....

d) Telephone

e) Fax

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

2.1(a) Name of Firm
Postal Address.....
Physical Address
Telephone.....
Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

2.2(a) Name of Firm
Postal Address.....
Physical Address
Telephone.....
Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

(Continue as required for further non-Affirmable Joint Venture Partners)

3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1(a) Name of Firm

Postal Address.....

Physical Address

Telephone

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.2(a) Name of Firm

Postal Address.....

Physical Address

Telephone

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.3(a) Name of Firm

Postal Address.....

Physical Address

Telephone

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

4. **BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE**

.....
.....
.....

5. **OWNERSHIP OF THE JOINT VENTURE**

- a) Affirmable Joint Venture Partner ownership percentage(s)%
- b) Non-Affirmable Joint Venture Partner ownership percentage(s)%
- c) Affirmable Joint Venture Partner percentages in respect of: *

(i) Profit and loss sharing

(ii) Initial capital contribution in Rands

.....
.....

(*Brief descriptions and further particulars should be provided to clarify percentages).

(iii) Anticipated on-going capital contributions in Rands

.....
.....
.....

(iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

.....
.....
.....

6. **RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES**

NO	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

NO	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

7. **CONTROL AND PARTICIPATION IN THE JOINT VENTURE**

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

(a) Joint Venture cheque signing

.....
.....
.....

(b) Authority to enter into contracts on behalf of the Joint Venture

.....
.....
.....

(c) Signing, co-signing and/or collateralising of loans

.....
.....

(d) Acquisition of lines of credit

.....
.....

-
- (e) Acquisition of performance bonds
-
-

-
- (f) Negotiating and signing labour agreements
-
-
-

8. **MANAGEMENT OF CONTRACT PERFORMANCE**

(Fill in the name and firm of the responsible person).

- (a) Supervision of field operations
-

- (b) Major purchasing
-

- (c) Estimating
-

- (d) Technical management
-

9. **MANAGEMENT AND CONTROL OF JOINT VENTURE**

- (a) Identify the “managing partner”, if any,
-
-
-
-

- (b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

.....

.....

.....

.....

- (c) Describe the management structure for the Joint Venture's work under the contract

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner".

10. PERSONNEL

- (a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON- AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner").

(b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

(i) Number currently employed by Affirmable Joint Venture Partners

.....

(ii) Number currently employed by the Joint Venture

.....

(c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

(d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....

.....

(e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....

.....

11. **CONTROL AND STRUCTURE OF THE JOINT VENTURE**

Briefly describe the manner in which the Joint Venture is structured and controlled.

.....

.....

.....

.....

.....

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone

Date

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone

Date

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone

Date

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone

Date

(Continue as necessary)

**ANNEXURE D
COMPANY COMPOSITION**

GENERAL

All information must be filled in spaces provided. If additional space is required, additional sheets may be attached. The onus is on the bidder to fill in all the information. Failure to do so will result in points being lost under equity. The full company composition is required including HDI and Non-HDI status. The ownership must accumulate to 100%.

NAME	IDENTITY NUMBER	CITIZENSHIP	HISTORICALLY DISADVANTAGE D INDIVIDUALS STATUS (Y/N)	DISABILIT Y	FEMAL E	DATE OF OWNERSHI P	% OWNED	VOTING %

ANNEXURE E
DECLARATION OF INTERESTS (KINSHIP, RELATIONSHIP WITH PERSONS EMPLOYED BY KING SABATA DALINDYEBO MUNICIPALITY)

In terms of the Municipal Supply Chain Management Regulations, no person or persons employed by the State may be awarded a bid by any municipality.

Any legal person, or persons having a kinship with persons employed by the KING SABATA DALINDYEBO MUNICIPALITY including a blood relationship, may make an offer in terms of this bid invitation. In view of possible allegations of favouritism, should the resulting bid or part thereof be awarded to persons connected with or related to an employee of KING SABATA DALINDYEBO MUNICIPALITY, it is required that the bidder or his/her authorized representative declare his position vis-à-vis the evaluating authority and/or take an oath declaring his/her interest, where—

- the legal person on who's behalf the bid document is signed, has a relationship with persons/a person who are/is involved with the evaluation of the bid(s), or where it is known that such a relationship exists between the person or persons for or on who's behalf the declarer acts and persons who are involved with the evaluation of the bid.

In order to give effect to the above, the following questionnaire shall be completed and submitted with the bid.

Do you, or any person have any relationship (family, friend, other) with a person employed with the KING SABATA DALINDYEBO MUNICIPALITY or its King Sabata Dalindyebo Municipality administration and who may be involved with the evaluation, preparation and/or adjudication of this bid?

Yes/No

If so, state particulars

Are you or any other person connected with the bid, employed by any organ of State?

Yes/No

If so, state particulars

SIGNATURE OF DECLARER

DATE

POSITION OF DECLARER

NAME OF COMPANY OR BIDDER

ANNEXURE F
DECLARATION (VALIDITY OF INFORMATION PROVIDED)

I.....declare that the information provided is true and correct, the signature to the bid document is duly authorised and documentary proof regarding any bidding issue will, when required, be submitted to the satisfaction of the King Sabata Dalindyebo Municipality.

.....
SIGNATURE OF DECLARER

.....
DATE

.....
POSITION OF DECLARER

.....
**NAME OF COMPANY OF
BIDDER**

Should the bidder have, in the opinion of the KING SABATA DALINDYEBO MUNICIPALITY, acted fraudulently illegally, in bad faith or in any improper manner, misrepresented itself with regard to the bid, then the KING SABATA DALINDYEBO MUNICIPALITY may, in its sole discretion:

- * Ignore any bids without advising the bidder thereof
- * Cancel the contract without prejudice to any legal rights the KING SABATA DALINDYEBO MUNICIPALITY may have

Should the bidder disregard this or conduct affairs in a way that transgresses from good business practices, this could seriously impair future business relations between the KING SABATA DALINDYEBO MUNICIPALITY and such bidder.

ANNEXURE G
BID CHECK LIST

All King Sabata Dalindyebo Municipality bid documents will have the typical bid check list as an attachment. This list is to assist all bidders to submit complete bids.

Bidders are to check the following points before the submission of their bid:

1. All pages of the bid document have been read by the bidder.
2. All pages requiring information have been completed in black ink.
3. The Schedule of Quantities have been checked for arithmetic correctness.
4. Totals from each sub section of the Schedule of Quantities have been carried forward to the summary page.
5. The total from the summary page has been carried forward to the Bid Form.
6. Surety details have been included in the bid.
7. All sections requiring information have been completed.
8. The bidder has submitted the correct documentation, e.g. original and current certificates in terms of SARS and Levies, etc.
9. The bid document is submitted before 12h00 on the due date at the designated bid box of King Sabata Dalindyebo Municipality.



Blow The Whistle Against Fraud & Corruption



KING SABATA DALINDYEBO LOCAL MUNICIPALITY

080 036 0634

KSD ANTI-FRAUD CORRUPTION HOTLINE

INFORMATION BROCHURE ON THE ANTI- FRAUD & CORRUPTION HOTLINE

1. INTRODUCTION

The KSDLM hotline is designed for the reporting of allegations of corruption in the municipality. The hotline number is open 24 hours a day and seven days a week on message option. Callers may choose to remain anonymous.

2. WHAT MAY BE DISCLOSED?

The operational implementation of the Hotline is based on the legal approaches and definitions of the Prevention and Combating of Corrupt Activities Act (Act 12 of 2004), KSDLM Anti-Fraud and Corruption Policy and the manifestations as outlined in the National Anti-Corruption Strategy. The following disclosures may be made (this list contains examples only and is not exhaustive):

Transgression of prevailing legislation or prescripts would amount to corruption. In particular:

- Non-compliance with the requirements of the Municipal Supplier Chain Management Regulations and Treasury and Tender Board Regulations.
- Non-compliance with the requirements of the Municipal Finance Management Act, Municipal Systems Act etc.
- All other transgressions of the Code of Conduct for the Municipal Staff and Council Members as contained in schedule 1 and 2 of the Municipal Systems Act.
- Corruption in its many manifestations as depicted in figure 1 below:

3. WHY MUST PEOPLE REPORT CORRUPTION?

Corruption in the local government undermines the fight against poverty by putting money that is meant for infrastructure and development into the pockets of corrupt officials and selected private sector institutions.

Corruption increases the cost of local government and slows down service delivery to the public we serve. Fraud & Corruption can scare off investors.

4. WHO CAN MAKE A DISCLOSURE?

Anyone, whether the person works in the local government or not. Anyone who knows of any misconduct which is against the public interest. The person is obliged to provide sufficient information to permit investigation of the allegations.

5. HOW IS A DISCLOSURE MADE INTERNALLY?

- Disclosures may be made anonymously. A disclosure may be made by using any of the following methods:
- Telephone: 080 036 0634 toll free hotline number. Email: fraud@ksd.gov.za
- Municipal Managers: 047 501 4238
Email: PakadeN@ksd.gov.za
- Executive Mayor: 047 501 4409
Email: nelanin@ksd.gov.za
- Council Speaker: 047 501 4405
Email: tingo.siyosokutu66@gmail.com
Email: siyo-sokutu@ksd.gov.za
- Chief-Whip: 047 501 4000
Email: MlanjeniB@ksd.gov.za /
Email: Bonganimlanjeni@gmail.com
- Internal Audit Unit: 047 501 4204
Email: Mdingil@ksd.gov.za

6. HOW IS A DISCLOSURE MADE EXTERNALLY?

While we hope our policy and processes gives you the reassurance you need to raise matters internally, we recognize that there may be circumstances where you would feel its proper to report matters to outside bodies, such as regulators or the police etc. Below are some of the external platforms to report;

- Office of the Auditor General of South Africa:
Tel no: 012 426 8000, Fax to: 012 426 8257
- Corruption Watch: Tel 011 447 1472 or you
National Anti-Corruption Forum: Tel no. 0800 701 701
- can also send us a short-code SMS, which costs R1 per message on 45142 (SMS line)



Blow The Whistle Against Fraud & Corruption

- a) Office of the Public Protector on **0800 11 2040**.
- b) The presidential hotline **17737 (free from all phones)**.
- c) Special Investigations Unit: 0800 037 774, SMS **33490**, siu@whistleblowing.co.za
- d) Audit & Performance Audit Committee : rvuzane@gmail.com

1. WAYS OF REPORTING FRAUD & CORRUPTION?

To report allegations of fraud & corruption, please provide as much information and detail as possible, including who, what, when, where why and how. For example, **if you are reporting allegation of theft, tell us:**

- a) Who committed the theft? Give the name(s) of the perpetrator(s), and rank.
- b) Was he/she alone? Who else is implicated?
- c) What was stolen? Describe the items and the amounts.
- d) When did it happen? Provide dates, time and how often.
- e) Where did it happen? Mention the name of the area, section, street address and the name of the village.
- f) How did it happen? Given proof/evidence i.e., file number, amounts involved, etc.
- g) Demonstrate how the case can be investigated, and how you can be contacted for further information.

Figure 1: Manifestations of corruption



2. The Prevention and Combating of Corruption Activities Act (12 of 2004) define the following general offences of corruption in terms of Chapter 2(3):

If a person acts, personally or by influencing another person so to act, in a manner: that amounts to the illegal, dishonest, unauthorized, incomplete, or biased: or

- a) misuse or selling of information or material acquired during the exercise, conducting or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or policy or any other legal obligation.

- b) that amounts to the abuse of a position of authority; a breach of trust; or the violation of a legal duty or a set of rules.
- c) designed to achieve an unjust result; or
- d) that amounts to any other unauthorized or improper inducement to do or not to do anything, is guilty of the offence of corruption.
- e) **Specific offences include offences in respect of corrupt activities relating to:**
 - (i) municipal officers; municipal agents; members of the council; witnesses; contracts; procuring and withdrawal of tenders; auctions; and sporting events.
 - (ii) receiving or offering unauthorized gratification by, or to be party to, an employment relationship.
 - (iii) the acquisition of private interests in a contract, agreement, or investment of a KSDLM; and
 - (iv) unacceptable conduct relating to witnesses.

MR. N PAKADE _____
MUNICIPAL MANAGER
DATE: 22 / 05 / 2023